

Consumer & Business Bill Pay Disclosure & Agreement

CONSUMER BILL PAY DISCLOSURE & AGREEMENT

WHAT THIS AGREEMENT COVERS

The *Consumer Bill Pay Disclosure & Agreement* (“Agreement”) states the terms and conditions that apply when you use Salal Bill Pay (“Bill Pay” or “Service”). A service that Salal Credit Union (“Salal,” “Credit Union,” “us,” or “we”) may provide to you (“you” or “User”). Other agreements you have entered into with the Credit Union, including your *Consumer Membership Account & Agreement* or *Business Membership & Account Agreement*, as amended from time to time, are incorporated by reference and made a part of this Agreement. This Agreement governs the use of Bill Pay within our Mobile and Online Banking Service. This Agreement supplements your *Digital Banking Disclosure & Agreement* or *Business Digital Banking Disclosure & Agreement* and other deposit agreements with us.

BILL PAY SERVICE

Salal Credit Union members with eligible deposit accounts may also use the optional Bill Pay Service. Through the Bill Pay Service, you can pay bills from your checking account to businesses or individuals. We may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. By using this Service, you authorize us, and any third-party payment-processing agent we may use, to choose whatever method we feel is most effective to process your transaction. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee in the United States. The Credit Union reserves the right to restrict types of payees to whom payments may be made using the Service.

At initial enrollment, you must designate one of your checking accounts (if you have multiple checking accounts associated with your Credit Union membership) as the Account from which payments that you authorize will be deducted. After initial enrollment, you may designate additional checking accounts you have with us for this Service. However, you may not use multiple Accounts to pay a single bill using this Service. Additional Accounts you add to this Service are subject to review and approval by us.

If your payee requires additional information to process your payment, such as a coupon, voucher, or similar advice, you should use an alternate payment method. The Credit Union will not be liable for payments that were not applied or that were misapplied because the check or electronic transaction was lacking sufficient information needed for posting by the payee. Payees that may require a coupon, voucher, or similar advice to post your payment include, but are not limited to, government agencies or courts.

You will be given the ability to set up merchants, institutions, or individuals that you would like to pay. All payees must have a U.S. address and must accept payment in U.S. dollars though we reserve the right to prohibit any payee. You or any persons whom you have authorized to use the Service with the appropriate Username and Password can perform the following transactions. At the present time you may use the Service to:

- Obtain information (payee information, payment status, etc.) about your bill payment request.
- Pay any designated merchant, institution, or individual in accordance with this Agreement from your designated checking Account. You may use the service to initiate the following types of payment transactions:
 - **Single Payments:** A single payment will be processed on a specific business day (Monday through Friday, except federal holidays) that you designate as the payment processing date. Single payments are not recurring.
 - **Recurring Payments:** Recurring payments are payments that recur on a fixed due date and for a fixed amount. You have an option in the Service to set payments to continue indefinitely, or for a set number of payments or term, and the payments are automatically scheduled by the system.
 - **eBills:** eBills present due dates and amounts from your billing statement to alert you when it’s time to schedule payments. You can setup payees that are eligible. Your payee must have a website available to view your bill online to be eligible for eBills. If your payee is eligible for eBills in bill pay, you will need to provide the credentials to access the bill information for that payee.

CONDITIONS AND LIMITATIONS OF BILL PAY SERVICE

When you transmit a bill payment instruction to us, you authorize us to withdraw funds to make the bill payment transaction from the checking Account you designate. We will process bill payment transfer requests only to your authorized payees. The Credit Union will not process any bill payment if we know the required transaction information is incomplete or incorrect. In any event, the Credit Union will not be liable for any transaction that contains incomplete or incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your Account to make the bill payment request, we may

either refuse to make the payment or make the payment and transfer funds through Courtesy Pay protection on any Account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous. You will be notified if a payment is canceled.

We will not be liable in any way for damages you incur for any of the following reasons:

- Insufficient funds in your bill payment account to make the payment on the processing date.
- Delays in mail delivery.
- Changes to the payee's address or account number (unless we've been advised of the change in advance of issuing a payment).
- The failure of any payee to correctly account for or credit the payment in a timely manner.
- Any other circumstances beyond our control.

PROCESSING PAYMENTS

The amount of your requested bill payment will be deducted from your designated checking Account on the scheduled Process Date by 12:00 p.m. (Noon) Pacific Time (PT). A single payment will be processed by us on that date or the next business day should the Process Date fall on a weekend or holiday. If a recurring payment falls on a weekend or holiday, it will be processed based on the following options you elect: (i) "Pay Before" (the adjusted Process Date will be on the first business date prior to the scheduled Process Date), or (ii) "Pay After" (the adjusted Process Date will be on the first business date after the scheduled Process Date). Regardless of which weekend or holiday payment processing option you chose, you must have sufficient funds available to cover your payment on the adjusted Process Date.

It is your responsibility to schedule your bill payments so that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization. For eligible payees, you may choose to send an expedited payment for faster delivery. Fees will apply for this service and may vary depending on the type of payee. You must agree to these fees at the time of scheduling an expedited payment and have sufficient funds available in your designated checking Account for the payment and expedited fees. Expedited payments cannot be canceled or edited.

CANCELING OR CHANGING BILL PAYMENTS

A bill payment can be changed or canceled any time prior to the cutoff time on the scheduled Process Date. The daily cutoff time is defined as 12:00 p.m. PT. Single payment transactions cannot be stopped, canceled, or changed after the daily cutoff time (as defined above). You may cancel or stop a recurring payment under certain circumstances within the Bill Pay service or by following the Stop Payment instructions below. If you discover an error or want to change a payment instruction, (e.g., payment date or payment amount) for a bill payment that you have already scheduled for transmission through the Service, you may electronically edit or cancel your payment request through the Service. Your cancellation request must be entered and transmitted through the Service before the Process Date you have scheduled for the bill payment. If your request is not entered prior to the cutoff time on the scheduled Process Date, you will be responsible for the bill payment.

STOP PAYMENTS

The online Stop Payment Service cannot be used to cancel preauthorized electronic funds transfers (EFTs) or to stop electronic bill payments that have already processed. Please contact us directly by telephone at **800.562.5515** or **206.298.9394** or in person at a branch location to place these types of stop payments. Fees may apply. Review the *Consumer Product & Fee Disclosure*.

A check stop payment order is effective only for six (6) months, but may be renewed by you upon request in writing or through digital banking. The Credit Union shall not be liable for payment of any item subject to a stop payment order upon the expiration or withdrawal of such order, and we may, at our discretion, refuse to honor any such item pending your instruction. You may withdraw this stop payment order only in writing or in person at one of our branch offices. If you wish to place an oral stop payment on a recurring bill payment transaction, the Credit Union must receive your oral stop payment request at least three (3) business days (Monday through Friday, excluding federal holidays) before the scheduled Process Date. You may call the Credit Union at **800.562.5515** or **206.298.9394** to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call.

For recurring payments that you wish to stop or cancel, you must edit the payee within Bill Pay and select to stop. If you need assistance, please call and we will be happy to help you.

LIABILITY LIMITS ON CONSUMER ACCOUNTS

Alert us AT ONCE if you believe your Username or Password has been compromised. Telephoning is the best way of keeping your possible losses to a minimum. All the money in your account (plus your maximum overdraft line of credit) could be at risk for loss. If you believe your access has been compromised, lost, or stolen, and you alert us within two (2) business days after learning of the loss or theft, you can lose no more than \$50 if someone uses your access code without your permission.

If you DO NOT alert us within two (2) business days after learning of the loss or theft of your access code, and we can prove we could have stopped the unauthorized use of your access code, given timely notification, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. Not alerting us of fraudulent transactions within sixty (60) days of the statement mailing date may result in you not being able to recover any lost money if we can prove the theft could have been avoided with timely notification. If reasons beyond your control (such as a long trip or a hospital stay) keep you from alerting us, we will extend the time periods.

UNAUTHORIZED TRANSACTIONS, ERRORS, AND QUESTIONS ON CONSUMER ACCOUNTS

If you believe your Username or Password has been lost, stolen, or compromised; that someone has transferred or may transfer money from your Account without your permission, you should notify us as soon as possible by one of the following methods:

- Call us at **800.562.5515** or **206.298.9394**.
- Write to us at **Salal Credit Union, PO Box 75029, Seattle, WA 98175-0029**.

For questions about your account or transactions, you may also use the secure messaging feature within Mobile and Online Banking.

If you believe your statement is incorrect or you need further information regarding transactions on your statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent or made available to you on which the transaction in question or error occurred. You must include:

- Your name and member number.
- A description of the error or transaction in question; include as much detail as possible and clearly explain why you believe it is an error or why you need more information.
- The dollar amount of the transaction in question.

If you report your suspected error or question to us verbally, we may require that you send your complaint to us in writing within ten (10) business days from the date of your verbal notification. We will notify you of the results from our investigation within ten (10) business days after we hear from you and will correct the error promptly. If we require more time to complete our investigation, we reserve the right to take up to forty-five (45) days. In this case we will provide your account with provisional credit within ten (10) business days for the amount you think is in error. If we ask you to submit your complaint to us in writing and we do not receive it within ten (10) days from your verbal notification, we may not provide your account with provisional credit. If we determine that an error did not occur, we will send you a written explanation by mail within three (3) business days after the completion of our investigation. You may ask for copies of documents used in our investigation. Provisional credit may be revoked if we find that an error did not occur.

GOVERNING LAW AND RELATION TO OTHER AGREEMENTS

Accounts and services provided by Salal Credit Union may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Account(s) provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Washington, without regard to its conflicts of law provisions.

DISCLAIMER OF WARRANTIES: YOU AGREE YOUR USE OF THE SERVICES 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 THE SERVICES, 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 THE SERVICES (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN THE SERVICES 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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

CONSUMER BILL PAY AGREEMENT CONSENT

By clicking "I Agree" and "Continue" and by requesting and using this Service you agree to the terms and conditions of this Agreement.

BUSINESS BILL PAY DISCLOSURE & AGREEMENT

WHAT THIS AGREEMENT COVERS

The *Business Bill Pay Disclosure & Agreement* ("Agreement") states the terms and conditions that apply when you use Salal Business Bill Pay ("Bill Pay" or "Service"). These terms and conditions are in addition to those that apply to any Accounts you have with us or any other services you obtain from us. This Agreement also describes your rights and obligations as a user of the Service, as well as the rights and obligations of Salal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who agree to the terms and conditions of this Agreement. The words "we," "us," and "our" mean the Credit Union. This Agreement supplements your *Business Digital Banking Disclosure & Agreement* and other agreements with us. The terms of this Agreement shall remain in effect until it is canceled by you or the Credit Union.

DEFINITIONS:

- **Account, Accounts, or Settlement Accounts** — one or more checking Account(s) you elect to use with this Service.
- **Administrator** — the primary person that you have designated to establish and authorize user access and controls to Business digital banking.
- **Authorized User or User** — includes the administrator, and any person authorized by the administrator, who is granted access to your Account through Business digital banking.
- **Business Days** — Monday through Friday. Weekends and federal holidays are not included.
- **Process Date** — the business day the funds will be debited from your Account and the payment(s) sent.
- **Service or Services** — any of the Business Bill Pay Services offered by the Credit Union and/or used by you in connection with this Agreement, including optional and future Services.
- **Settlement Account** — the primary business checking Account accessed through the Service to which the Credit Union may charge fees for the use of the Services.

BILL PAY SERVICE

If we approve your application for this Service, you will need to use a computer or mobile device and the Internet to access your Account. This Service is generally accessible seven (7) days a week, twenty-four (24) hours a day. You must use your Username and Password to access your Accounts. The Service will temporarily restrict your access after three (3) consecutive unsuccessful log in attempts. However, you may use the "Forgot Password" feature to regain access or call us at **206.298.9398** or **800.562.5515 ext. 8913** for assistance. You are responsible for the installation, maintenance, and operation of your computer or mobile device. The Credit Union will not be responsible for any errors or failures involving any telephone or Internet service, your computer, or your mobile device.

At initial enrollment, you must designate one of your checking Accounts (if you have multiple checking Accounts associated with your Credit Union membership) as the Account from which payments that you authorize will be deducted. After initial enrollment, you may designate additional checking Accounts you have with us for this Service. However, you may not use multiple Accounts to pay a single bill using this Service. Additional Accounts you add to this Service are subject to review and approval by us.

If your Payee requires additional information to process your payment, such as a coupon, voucher, or similar advice, you should use an alternate payment method. The Credit Union will not be liable for payments that were not applied or that were misapplied because the check or electronic transaction was lacking sufficient information needed for posting by the Payee. Payees that may require a coupon, voucher, or similar advice to post your payment include, but are not limited to, government agencies or courts. You are not permitted to designate governmental agencies or courts as Payees.

You will be given the ability to set up merchants, institutions, or individuals that you would like to pay. All Payees must have a U.S. address and must accept payment in U.S. dollars though we reserve the right to prohibit particular merchants or institutions as a designated Payee. You or any persons whom you have authorized to use the Service with the appropriate Username and Password can perform the following transactions. At the present time you may use the Service to:

- Obtain information (payee information, payment status, etc.) about your bill payment request.
- Pay any designated merchant, institution, or individual in accordance with this Agreement from your Account. You may use the Service to initiate two different types of payment transactions:
 - **Single payments:** A single payment will be processed on a specific business day (generally Monday through Friday, except federal holidays) that you designate as the payment processing date. Single payments are not recurring.
 - **Recurring Payments:** Recurring payments are payments that recur on a fixed due date and for a fixed amount. You have an option in the Service to set payments to continue indefinitely or for a set number of payments or term, and the payments are automatically scheduled by the system.

AUTHORIZED USERS

An administrator will be set up by the Credit Union as designated by you. The administrator should be an authorized signer on all Accounts accessed through this Service. The administrator will be responsible for authorizing or terminating all other user(s) access to the Service. The administrator will have complete access for all Services authorized for you by the Credit Union. The Credit Union cannot designate the authority of a user. You may terminate the authority of your administrator at any time by notifying us in writing. A user may be granted access to all Services, including administrator functions, or may be limited by the administrator within the parameters of the system.

The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the Service using a valid Username and Password, including such persons that may not be signers on your Account. Except as otherwise provided by law, you will indemnify the Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Service. You agree to provide each user a copy of these terms in connection with their use of the Service.

CONDITIONS AND LIMITATIONS OF BUSINESS BILL PAY SERVICE

When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from the Account you designate. We will process bill payment transfer requests only to your authorized payees. The Credit Union will not process any bill payment if we know the required transaction information is incomplete. In any event, the Credit Union

will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your Account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds through Courtesy Pay protection on any Account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous. You will be notified if a payment is canceled.

We will not be liable in any way for damages you incur for any of the following reasons:

- Insufficient funds in your bill payment Account to make the payment on the processing date.
- Delays in mail delivery.
- Changes to the payee's address or Account number (unless we've been advised of the change in advance of issuing a payment.)
- The failure of any payee to correctly account for or credit the payment in a timely manner.
- Any other circumstances beyond our control.

BUSINESS BILL PAY SERVICE OPTIONAL

Your use of this Service is optional and subject to the conditions and limitations in this Agreement.

NATURE OF BUSINESS

Should the nature of the business change, you must update your business information on our *Business Account Questionnaire*.

SETTLEMENT ACCOUNT

For certain optional Services, you must agree to open, designate, and maintain a Settlement Account at all times during the term of this Agreement. If you close your designated Settlement Account, all optional Services under this Agreement will be canceled.

ADMINISTRATOR CHANGES

You agree to complete a new *Business Digital Banking Enrollment* form any time you would like to designate a new administrator.

PROCESSING PAYMENTS

The amount of your requested bill payment will be deducted from your designated Account on the scheduled Process Date at 12:00 p.m. (Noon) Pacific Time (PT). A single payment will be processed by us on that date or the next business day should the Process Date fall on a weekend or holiday. A recurring payment will be processed based on the following options you elect: (I) "Pay Before:" the Process Date will be on the first business date prior to the scheduled Process Date, or (II) "Pay After:" the Process Date will be on the first business date after the scheduled Process Date. Regardless of which weekend or holiday payment processing option you chose, you must have sufficient funds available to cover your payment on the adjusted Process Date.

Bill payments are delivered to the payee either electronically, which may take up to one to two (1-2) business days from the scheduled Process Date, or by check to those payees not set up to accept electronic payments, which may take up to five to seven (5-7) business days from the scheduled Process Date. It is your responsibility to schedule your bill payments so that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization. For eligible payees, you may choose to send an expedited payment for faster delivery. Fees will apply for this service and may vary depending on the type of payee. You must agree to these fees at the time of scheduling an expedited payment and have sufficient funds available in your Account for the payment and expedited fees. Expedited payments cannot be canceled or edited.

CANCELING OR CHANGING BILL PAYMENTS

A bill payment can be changed or canceled any time prior to the cutoff time on the scheduled Process Date. The daily cutoff time is defined as 12:00 p.m. PT. Single payment transactions cannot be stopped, canceled, or changed after the daily cutoff time (as defined above) set by us. You may cancel or stop a recurring payment under certain circumstances by following the stop payment instructions provided below. If you discover an error or want to change a payment instruction (e.g., payment date or payment amount) for a bill payment that you have already scheduled for transmission through the Service, you may electronically edit or cancel your payment request through the Service. Your cancellation request must be entered and transmitted through the Service before the Process Date you have scheduled for the bill payment. If your request is not entered prior to the cutoff time on the scheduled Process Date, you will be responsible for the bill payment.

STOP PAYMENTS

The online Stop Payment Service cannot be used to cancel preauthorized electronic funds transfers (EFTs) or to stop electronic bill payments that have already processed. Please contact us directly by telephone at **800.562.5515 ext. 8913** or **206.298.9398** or in person at a local branch to place these types of stop payments. Fees may apply. Review the appropriate *Product & Fee Disclosure*.

A check stop payment order is effective only for six (6) months, but may be renewed by you upon request in writing or through secure messaging in digital banking. The Credit Union shall not be liable for payment of any item subject to a stop payment order upon the expiration or withdrawal of such order, and we may, at our discretion, refuse to honor any such item pending your instruction. You may withdraw this stop payment order only in writing or in person at one of our branch offices. If you wish to place an oral stop payment on a recurring bill payment transaction, the Credit Union must receive your oral stop payment request at least three (3) business days (Monday through Friday, excluding federal holidays) before the scheduled Process Date. You may call the Credit Union at **800.562.5515 ext. 8913** or **206.298.9398** to request a stop payment. If you call, the Credit

Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call.

For recurring payments that you wish to stop or cancel, you must edit the payee within Bill Pay and select to stop. If you need assistance, please call and we will be happy to help you.

LOG IN, SETUP, AND ONGOING USER RESPONSIBILITY

To log in to the Service, you are required to input a Username and Password. After initial setup, you will be required to select your own Password. To help safeguard your security, you should change your Password frequently. Your Password can be changed within the Service. Do not write your Password anywhere or store it on your computer. If you forget your Password, use the online automated "Forgot Password" process in the Service or call us at **800.562.5515 ext. 8913** or **206.298.9398** to regain access. You should never include your Password in any oral, written, faxed, or email communication with us or anyone. No Credit Union employee will ever ask you for your Password.

SECURITY OF USERNAME AND PASSWORD

The Username and Password that you select is for your security purposes. The Username and Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Username and Password. You agree to:

- Keep your Password secure and strictly confidential and not disclose or otherwise make your Password available to any unauthorized person.
- Instruct each person to whom you give your Password that he or she is not to disclose it to any unauthorized person.
- Immediately select a new Password if you believe your Password may have become known to an unauthorized person.

If you believe that your Password or other means to access your Account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling **800.562.5515 ext. 8913** or **206.298.9398**.

If you authorize anyone to have or use your Username and Password or if anyone otherwise gains access to your Username and Password, you understand that person may use the Service to review all of your Account information and make Account transactions. Therefore, we are entitled to act on transaction instructions received using your Username and Password, and you agree that the use of your Username and Password will have the same effect as your signature authorizing transactions. Anyone who uses your Username and Password in any manner, will be considered to have unlimited authority in amount and manner to use your Account until you specifically revoke such authority by immediately changing and safeguarding your Username and Password to prevent any future unauthorized use.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSES YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, OR AN AGGREGATION SERVICE PROVIDER). YOU ARE RESPONSIBLE FOR ANY TRANSACTIONS MADE BY SUCH PERSONS UNTIL YOU REVOKE THEIR ACCESS BY IMMEDIATELY CHANGING AND SAFEGUARDING YOUR PASSWORD TO PREVENT UNAUTHORIZED USE. IF YOU FAIL TO MAINTAIN OR CHANGE THE SECURITY AND THE CREDIT UNION SUFFERS A LOSS, WE MAY TERMINATE YOUR SERVICE IMMEDIATELY. YOU AGREE THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING PASSWORD CHANGE CONFIRMATIONS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL.

OTHER SECURITY GUIDELINES

- Passwords should not be shared among authorized users.
- We strongly recommend use of the most current versions of Internet browsers for accessing the Service.
- The security of public computers (e.g. in a library or Internet cafe) cannot be assured; therefore, we strongly recommend that you refrain from accessing the Service on a public computer.
- You and your authorized users should sign-off after every Service session; however, as an additional security measure, your online session will automatically end after fifteen (15) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log in. In addition, the Service will deactivate your Account after three (3) consecutive unsuccessful log in attempts.
 - You may use the "Forgot Password" feature to regain access or call us at **800.562.5515 ext. 8913** or **206.298.9398** for assistance.
- You should also routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.
- You should also utilize a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- You should periodically update your computer operating system and browser for critical security-related patches.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER AND SOFTWARE. WE AND OUR SERVICE PROVIDERS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, DELETIONS, OR

FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE WHILE USING OUR SERVICE.

In addition to the security features described above, there may be other security-related notices posted on our website or the Service. It is your responsibility to read all security notices.

CONTACT INFORMATION

You agree to promptly report to us any change to your contact information, including email address, name, physical address, mailing address (if different), and telephone numbers by the following methods:

- Updating your Account through Mobile or Online Banking.
- Sending a secure message through Mobile or Online Banking.
- Calling us at **800.562.5515 ext. 8913** or **206.298.9398**.
- Writing us at **Salal Credit Union, PO Box 75029, Seattle, WA 98175-0029**.

MEMBER LIABILITY

You are solely responsible for all transfers you authorize using this Service under this Agreement. If you permit other persons to use the Service or your Username and Password, you are responsible for any transactions they authorize or conduct on any of your Accounts. For business Accounts, you understand that any transaction by a business owner, employee, agent representative, or anyone you authorize to transact business on your Account, or any transaction by an Authorized Person that exceeds the specific transaction authority you have provided, is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial, and personal data, Usernames, Passwords, and other information to prevent unauthorized access to or use of your Accounts with this Service. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, contact us immediately by one of the methods described in the Contact Information section above.

The Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your Account through this Service.

MISCELLANEOUS

FEES AND CHARGES

Review the appropriate *Product & Fee Disclosure* for your Accounts for the fees for this Service. From time to time, these fees may be changed. We will notify you of any changes as required by law. In addition to these fees, you are responsible for any other fees applicable to your designated Account.

ACCOUNT INFORMATION DISCLOSURE

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

- As necessary to complete transfers
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant
- To comply with government agency or court orders
- If you give us your written permission

CREDIT UNION LIABILITY

The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Services, regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Services provided for in this Agreement. We shall have no liability for not completing a transaction, if we receive actual notice or have reason to believe that you have filed for bankruptcy; the ownership of funds involving a transaction or the Authorized Representative's authority to conduct a transaction is in question; we suspect your Account has been used for illegal or fraudulent purposes; or we reasonably believe that a transaction is prohibited by federal law or regulation, or this Agreement. We will not be liable if you fail to report timely any error or discrepancy reflected in a statement prepared by us, or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to you shall be limited to direct damages caused solely by the Credit Union. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond our control.

TERMINATION OF SERVICES

You agree that we may terminate this Agreement and your Service, if you, or any authorized user of this Service, breach this Agreement or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Username or Password. You or any other authorized party to your Account can terminate this Agreement by notifying us in writing, either by sending a secure message through digital banking or by mail. Termination of Service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. If you have not used the Service for a period of three months, the Credit Union may consider these Services to be inactive and may cancel your registration without notice. If

your registration is canceled due to inactivity and you later decide you want to use this Service, you may re-register at any time.

AMENDMENTS AND NOTICES

The Credit Union reserves the right to change the terms and conditions upon which this Service is offered. The Credit Union will provide notice to you before the effective date of any change, as required by law. Use of this Service is subject to existing regulations governing the Credit Union and any future changes to those regulations or new regulations.

STATEMENT ERRORS

In case of errors or questions about your Bill Pay transactions, call us at **800.562.5515 ext. 8913** or **206.298.9398** or write us at the address listed above as soon as possible. When you contact us to report an error or to inquire about a Bill Pay transaction, please:

- Tell us your name and Account number.
- Describe the 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.
- Tell us the dollar amount of the suspected error.

ENFORCEMENT

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your Account or Service. You authorize the Credit Union to deduct any amount related to such liability, loss, or expense from your Account or any other Account you may hold with us without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on Accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington state law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

DISCLAIMER OF DAMAGES: WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, ATTORNEY FEES, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) RESULTING FROM (I) THE USE OF INABILITY TO USE THE SERVICE; (II) THE COST PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE INCLUDING THE INSTALLATION, OPERATION, OR MAINTENANCE OF YOUR COMPUTER OR RELATED EQUIPMENT.

DISCLAIMER OF WARRANTIES: YOU AGREE YOUR USE OF THE SERVICES 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 EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, 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 THE SERVICES (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL, OR WRITTEN, OBTAINED BY YOU FROM US, OR THROUGH OR FROM THE SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF THE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

BUSINESS BILL PAY AGREEMENT CONSENT

By clicking "I Agree" and "Continue" and by requesting and using this Service you agree to the terms and conditions of this Agreement.