

The following disclosures set forth your and our rights and responsibilities concerning use of the Qualstar Credit Union Online Banking Service via either the desktop or mobile platforms.

1. Services.

- a. Account Access. If we approve your request for the Online Banking service, you may use a personal computer or mobile device to access your accounts. For Online Banking services, you will need a personal computer and access to the Internet (World Wide Web) or a web-enabled mobile device. We may assign or you may select a personal access code (password.) You must use your access code along with your username to access your account. You are responsible for the installation, maintenance, and operation of your computer, mobile device and software. The Credit Union will not be responsible for any errors or failures involving telephone service, internet or data service provider, your software installation or your computer/mobile device.
 - **b.** Types of Transactions. You may use the Online Banking services to:
 - Transfer funds between your Checking and Share Savings Account and Money Market and Loan accounts.
 - Transfer funds to accounts of other members you authorize for any of your accounts.
 - Review account balance and account transaction information for any of your accounts.
 - Make bill payments to a person or business (payee), review bill payment history and change or cancel scheduled bill payments.
 - View check images.
 - View account holds and check card activity.
 - Transfer funds between accounts at other Financial Institutions, based on account approval (desktop only).
 - Request stop payment orders on your checking account (desktop only.)
 - Communicate with the Credit Union using the secure electronic mail (E-mail) feature in desktop and mobile. Transactions involving your deposit accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to your Loan Agreement and Disclosures.
 - Apply for a loan (desktop only.)
 - Manage online/offline accounts with My Finance account aggregation (desktop only.)
 - Sign up for and manage eAlerts (desktop only.)
 - Reorder checks (desktop only.)

2. Service Limitations.

Online Banking services are accessible seven (7) days a week, twenty-four (24) hours a day, unless otherwise noted for scheduled maintenance and unexpected service interruptions.

- **a. Transfers.** You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a Share Savings Account or Money Market Account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
- **b. Account Information.** The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.



- **c. E-Mail and Stop Payment Requests (desktop only.)** The Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically in accordance with your Membership and Account Agreement, will remain in effect until the return of the debit entry or written notice to revoke the stop payment order is received from the account holder. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, see Section 4.
- **d. Email Address on File.** You are required to have a valid email address on file at all times to ensure there is a way to communicate service related notifications and updates. Any account using online services without a valid (deliverable) email address for a period of six (6) months or more may have those services deactivated until a new email address is provided.
- **e. Inactive Online Services.** For security purposes, any online service (desktop or mobile banking) that has not had any activity (initiated by a log-in) within a twelve month period will be deactivated and future access will be allowed only after the user contacts the Credit Union directly and verifies specific information. Deactivation also includes services available within Desktop and Mobile Banking including Bill Payer, eStatements and Mobile/Remote Deposit.
- **f. Bill Payer Agreement and Disclosures.** The word "account" means a checking account you have with the Credit Union that you have designated as your bill payment account. The Bill Payer service allows you to access your account to pay most bills. You authorize us to process Bill Payments from your designated account. You may use the Bill Payer service to initiate three (3) different types of payment transactions:
- **i. Today.** "Today" transactions are payments you designate to be paid immediately, and may incur a fee. "Today" Bill Payments will be immediately deducted from your account following your Bill Payer session. Therefore, you must have sufficient funds available at the time of the Bill Payment request and you agree the payment may not be canceled for any reason after you transmit it.
- **ii. Future.** "Future" transactions are payments you designate to be paid at a future date up to three hundred sixty-four (364) days in advance of the Scheduled Initiation Date. The transaction will be processed on the Scheduled Initiation Date or the next business day if the Scheduled Initiation Date falls on a weekend or holiday. "Future" Transactions may be canceled or changed through the Bill Payer service up until 12:00 midnight before your Scheduled Initiation Date.
- **iii. Recurring.** "Recurring" transactions are payments you designate to reoccur on a specified regular basis (i.e., monthly). You may designate the start and end dates for payments. "Recurring" transactions will be deducted from your account on the Scheduled Initiation Date. "Recurring" transactions may be canceled or changed through the Bill Payer service up until 12:00 midnight before your Scheduled Initiation Date. There is a dollar limit on any Bill Payment of \$9,999.99, or the available balance in your designated account plus any available overdraft protection balance, whichever is less. Transfers to or from any account are subject to the terms and conditions applicable to that account as set forth in the Membership and Account Agreement and Rate and Fee Schedule.
- **iv. Payees.** You may schedule payments up to a maximum of forty-five (45) payees located in the United States. You may not make payments to federal, state, or local governments or other categories of payees we so designate from time to time. When you transmit a Bill Payer instruction to us, you authorize us to transfer funds to make the Bill Payer transaction from your account. We will process Bill Payment requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee code number.
- v. Processing Payments. The amount of your requested Bill Payment will be deducted from your account on the Scheduled Initiation Date and will be processed by us on that date or the next business day should the processing date fall on a weekend or holiday. Therefore, you must have sufficient funds available to cover your payment by midnight on the day before the Scheduled Initiation Date. Bill Payments are delivered to the payee either electronically, which may take up to two (2) business days from the Scheduled Initiation Date, or by check to those payees not set up to accept electronic payments, which may take up to five (5) business days from the Scheduled Initiation Date. It is your responsibility to schedule your Bill Payments in such a manner that your obligations will be paid on time. You should enter and transmit your Bill Payment instructions at least six (6) business days before a Bill is due. If you do not allow sufficient time or your account has insufficient funds, you assume full responsibility for any late payments, finance charges that may be imposed, or other actions taken by a payee as a result of a late



(or unpaid) payment. In no event will we automatically resubmit a payment for you after funds become available. The Credit Union will not process any Bill Payer transfer 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 providing or entering. If there are insufficient funds in your account to make the Bill Payer request, we may (in our sole discretion) either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent or erroneous.

vi. Canceling or Changing Bill Payments. Payments designated as "Today" transactions cannot be stopped, canceled, or changed once your Bill Payer session has ended. You may cancel or stop payment on Future and Recurring Bill Payment transactions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e., payment date or payment amount) for a Bill Payment that you have already scheduled for transmission through the Bill Payer service, you may electronically edit or cancel your payment request through the Bill Payer service. Your cancellation or change request must be entered and transmitted through the Bill Payer service by midnight of the day before the Scheduled Initiation Date. If your request is not timely entered, you will be responsible for the payment. If you wish to place an oral stop payment on a recurring Bill Payment transaction, not using the Bill Payer service, the Credit Union must receive your oral stop payment request at least three (3) business days before the payment is scheduled to be made. You may call toll-free at 1-800-848-0018 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.

3. Mobile Banking Service Terms and Conditions.

- **a. Service Access.** Mobile Banking is a personal financial information management service that allows you to access account information and make transactions as set forth above using compatible and supported mobile phones and/or other compatible and supported wireless devices ("Mobile Device"). You must use your PIN (password) with your username to access your accounts. We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Banking registration and management website accessed through the Online banking system. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online (desktop) Banking and Bill Payment services will be accessible through the Mobile Banking service.
- **b.** Use of Service. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the Online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Mobile Banking software application. In the event we change or upgrade Mobile Banking, you are responsible for making sure you that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device.
- c. Relationship to Other Agreements. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.). You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Mobile Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.
- **e. Mobile Banking Software License.** You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Software application on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to



download and install the Software application to that new or different Mobile Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this Addendum; (ii) your deletion of the Software application from your Mobile Device; or (iii) our written notice to you at anytime with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software application from your Mobile Device.

- **f.** Your Obligations. When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following requirements:
- i. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- **ii. User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software application (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- **g. Mobile Banking Service Limitations.** Neither we nor any of our service providers assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

4. Remote Deposit Capture Service Terms and Conditions.

a. Remote Deposit Capture Service. Remote Deposit Capture service allows you to make deposits to your accounts using compatible and supported mobile phones and/or other compatible and supported Mobile Devices. You must designate a Credit Union savings, checking or loan account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with a Deposit Capture service. The Credit Union shall provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to the service.

b. Your Responsibility for Deposit Capture Services.

i. Funds Availability. Funds from items deposited through a Deposit Capture service will be available no later than the day the item clears, unless a hold is placed. There may be additional holds on deposited items as set forth in the Credit Union's Funds Availability disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited by a Deposit Capture service are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. You agree that the scanning and transmitting of checks does not constitute receipt by Credit Union. Acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available.



- **ii. Deposit Acceptance.** You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of Checks from you by a Deposit Capture service. In the event that a Deposit Capture service is interrupted or are otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.
- **iii. Responsibility for Scanning.** You are solely responsible for scanning deposit items, accessing the service from the Credit Union and for maintaining your mobile device. You are responsible for the payment of all telecommunications expenses associated with the service. Credit Union shall not be responsible for providing or servicing any scanning equipment or mobile devise of yours.
- **iv. Deposit Requirements.** You agree that you will only use a Deposit Capture service to deposit checks drawn on financial institutions within the United States. You must deposit checks not falling within this requirement in person, using a night drop facility or by U.S. Mail. You agree that each check you submit for deposit through a Deposit Capture service will meet image quality requirements that we may publish from time to time.
- v. Check Retention & Destruction. You understand and agree that all deposit items belong to you and not to Credit Union and that those items shall be handled in accordance with this Agreement. After receipt by Credit Union of any transmission by you of imaged items for deposit to your account, Credit Union will acknowledge by electronic means its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Remote Deposit for reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that it must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Remote Deposit Capture service) and (ii) unauthorized use of information derived from the original checks. When you destroy and dispose of, the original checks pursuant to the requirements of this Agreement, you understand and agree that it must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.)
- vi. Financial Responsibility. You are solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. The Credit Union shall not be liable in any manner for such risk unless Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions it may give to the Credit Union, for your failure to access the service properly in a manner prescribed by the Credit Union and for your failure to supply accurate input information.
- **vii.** Account Reconciliation. You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Help File (exclusive of weekends and applicable holidays) after receipt of the applicable detail report from the Credit Union. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

c. Conditions & Limitations of Deposit Capture Service.

i. Deposit Prohibitions. You shall not deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means (i) any Substitute Check, the original of which has already been deposited, (ii) any image of a check that has already been deposited either as an original or as a substitute check, or (iii) any original check, the Substitute Check of which has already been deposited. In the event that the you or any third party, transmits, or attempts to transmit, a deposit in violation of this subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such item. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit



Union from any other deposit accounts with Credit Union in its sole discretion. You further acknowledge that you (and not the Credit Union) are responsible for the processing and handling of any original items which are imaged and deposited utilizing the service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

ii. Your Representations and Warranties. You represent and warrant: (i). that you will comply with all federal and state laws, and rules and regulations applicable to Deposit Capture transactions, including those of the National Automated Clearing House for ACH transactions;(ii) that all Checks scanned through image transport are made payable to you;(iii) that all signatures on each check are authentic and authorized; and (iv) that each check has not been altered. In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

d. Credit Union's Obligations.

- i. Financial Data. We will transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. We shall exercise due care in seeking both to preserve the confidentiality of the username, account number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to you, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care. We will retain any substitute checks we generate for seven (7) years.
- **ii. Exception Items.** When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any account with Credit Union, you shall only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if Credit Union does not initially identify an electronic image as an Exception Item, the substitute check created by us may nevertheless be returned to us because the electronic image is deemed illegible by a paying bank.
- **iii. Disclaimer of Warranties.** YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU ASSUME ALL RISKS RELATING TO THE FOREGOING.
- **5. Security of Access Code.** The personal identification number or access code ("access code") that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the Online Banking service to review your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. If you authorize anyone to use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the



Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your Bill Payer and account services immediately.

6. Member Liability. You are responsible for all transfers you authorize using your Online Banking Services under this Agreement. If you permit other persons to use an Online Banking Service or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account or access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, 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 unauthorized use of your account or Online Banking Service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows Online Banking transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss, if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has used your Card or access code without your permission your have lost your card, call

24/7 Service Center: 800 848-0018 or 425-643-3400

Or write:

Qualstar Credit Union PO Box 96730 Bellevue, WA 98009-7730

- 7. Business Days. Our business days are Monday through Friday. Holidays are not included.
- **8. Fees and Charges.** There are certain charges for the Online Banking Services as set forth on the Fee Schedule. The Credit Union reserves the right to impose service charges at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your Personal Line of Credit or Home Equity Line of Credit account, such transactions may be subject to charges under the terms and conditions of the applicable loan agreement.
- **9. Right to Receive Documentation Of Transfers.** Transfers and withdrawals transacted through Online Banking will be recorded on your periodic statement. You will receive a statement at least once every quarter.
- 10. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:
 - a. As necessary to complete transfers;
- b. 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;
 - c. To comply with government agency or court orders; and
 - d. If you give us your written permission.
- **11. Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable for instance:
- a. If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
- b. If you used the wrong access code or you have not properly followed any applicable computer, mobile device, Internet or Credit Union instructions for making transfer and bill payment transactions.



- c. If your computer or mobile device fails or malfunctions or any of the Credit Union's Online Banking services was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
 - e. If the funds in your account are subject to legal process or other claim.
 - f. If your account is frozen because of a delinquent loan.
 - g. If the error was caused by a system beyond the Credit Union's control such as your Internet Service Provider.
- h. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can make a transfer or bill payment.
 - i. If the error was caused by a system other than our own.
 - j. If there are other exceptions as established by the Credit Union.

12. Preauthorized Electronic Fund Transfers.

- **a. Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally or through our Online Banking service or by telephone or in writing at the address set forth in Section 4, any time up to three (3) business days before the scheduled date of the transfer. Stop payment orders, verbal, written, or via online channels will remain in effect until the return of the debit entry or written notice to revoke the stop payment is received from the account holder.
- **b. Notice of Varying Amounts.** If these regular payments may vary in amount, the company you are going to pay will tell you, ten (10) days before each payment when it will be made and how much it will be.
- **c.** Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- **13. Termination of Online Banking Services.** You agree that we may terminate this Agreement and your use of any Online Banking Services, if:
 - a. You, or any authorized user of your account or access code breach this agreement with us;
 - b. We have reason to believe that there has been an unauthorized use of your card, account or access code; or
 - c. You breach any provisions of your Membership and Account Agreement or any other agreement with the Credit Union.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first (1st) business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

- **14. Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any Online Banking service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.
- **15. Billing Errors.** In case of errors or questions about your electronic transfers, telephone us at 800-848-0018 or write us as soon as you can and send to P.O. Box 96730, Bellevue, Washington, 98009-7730. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.
 - a. Tell us your name and account number (if any).
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.



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 ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or questions (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days 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 question in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we decide after our investigation that an error did not occur, we will deliver or mail you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

16. eStatements. You will receive a periodic statement of all transactions and activity on your account during the statement period. For checking accounts, savings, money market accounts, and loans opened under and open-ended lending plan with current activity, a statement will be sent monthly. For savings and money market accounts without current electronic activity and all other accounts, statements will be provided quarterly.

eStatements are available as PDFs (Adobe Reader is required and can be obtained at no charge online) via Home Banking (desktop) or Mobile Banking (mobile device) access; enrollment to receive eStatements is available at www.qualstarcu.com (Home Banking access is required); two (2) years of archived statements are available online from the time of enrollment. In the event a paper copy is needed, you can print directly from the PDF; or if that is not an option you can call to request a copy (a statement copy fee will apply, please refer to the current fee schedule. You can choose to discontinue receiving eStatements at any time by changing your preference to "opt-out" in desktop Home Banking under "eStatements," which will prompt paper statements to be sent (both options cannot be provided concurrently) An e-mail notification is sent to the address on file when the statement is available to view online; your consent to receive eStatements includes your understanding that a current e-mail address must be kept on file in order to ensure the statements are received in a timely manner. If we are unable to deliver your e-mail notification for six (6) consecutive months, eStatements will be disabled on your account and you will start receiving mailed statements (a checking account fee may be incurred as a result.)

Any deposit, withdrawal, transfer, payment of dividends or interest, and imposition of applicable fees will appear on your statement. You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized item drawn on your account if (1) you fail to notify the Credit Union within thirty (30) days of the mailing date of the earliest statement, or (2) any item forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.