

# Workers CU Digital Banking Agreement

## I – AGREEMENT TERMS

This Digital Banking Service Agreement sets forth the terms governing Digital Banking on the web offered by Workers Credit Union. All subscribers to the Digital Banking Service (“you”) agree to these terms.

This agreement is a supplement to other information and disclosure documents governing your accounts at Workers Credit Union. This agreement for the Digital Banking Service is not meant to replace any such agreements that govern your accounts at Workers Credit Union.

For purposes of this disclosure, Business Days are Monday – Friday. Federal holidays are excluded.

### **A – Authorized Person**

The owner of the Social Security number registered for Digital Banking services is the authorized person to use the service. If you do not own the Social Security number on the account(s) you are not authorized to access, transfer or inquire about this service.

### **B – Computer Requirements**

Web site security consists of AES 128-bit encryption, on a TLS 1.2 connection, using DHE RSA as the key exchange mechanism, well above standard security minimums. All Digital Banking functions are only accessible via a logon process, involving a user identification, password and enhanced out of band multi-factor authentication. All transactions, performed in Account Access or Bill Pay, are secured with multiple layers of encryption, firewalls, screening and filter routers. The security measures used will meet or exceed industry standards in protecting the confidentiality and safety of all member and non- member transactions and/or communications. Workers Credit Union requires that third-party vendors employ commercially viable standards of privacy and security protection available to minimize risks to both the Credit Union and its members. In this agreement, the device and software used to view the World Wide Web are collectively referred to as your “computer”.

You are solely responsible for the selection, installation, maintenance, operation, and cost of your computer and ISP (Internet Service Provider). Your electronic statements will be made available online in a portable document format (PDF) file. Accordingly, you will need to have Adobe® Acrobat® Reader® or compatible software installed on your computer in addition to your normal Internet browser software in order for you to access, view or print your electronic statements and checks. To download a free copy of Adobe Reader®, please visit [www.adobe.com](http://www.adobe.com).

Note: the service is not compatible with all browser software. For the best experience, please utilize a Supported Browser.

## II – DIGITAL BANKING

### **A – Accounts Available in Digital Banking**

The following account types are available with this service:

- Checking Accounts
- Savings Accounts
- Money Market Accounts
- Checking Account Line of Credit
- Mortgages
- Home Equity Loans / Lines
- Installment Loans
- Certificate of Deposit
- Club Accounts
- Investment Accounts

We may allow other types of accounts to be connected to the Digital Banking Service. We reserve the right to determine which accounts may be connected to the service. We may refuse to allow certain accounts, such as accounts with special signing requirements, to become activated for Digital Banking services.

### **B – Bill Payment Fees**

The following checking account types include a \$3.95 monthly fee for eight bills paid through the Workers Online Bill Payment Service. If more than eight bills are paid in any given month, there is an additional \$.50 fee per bill:

- Simple Checking

High-Interest, Student, Big Picture, and Business Checking account types do not have monthly bill payment fees. To view all bill payment fees, please refer to the applicable Fee Schedule.

### **C – The Digital Banking Service**

The Digital Banking Service allows you to:

- Obtain account information
- Transfer funds internally and externally between certain accounts
- Set up shared access “sub users”
- Pay bills to any merchant, institution, or individual with a United States address via Workers CU’s Online Bill Payment Service (checking account required)
- View check images online
- View eStatements online for deposit accounts
- Remotely deposit checks (via iPhone and Android mobile apps only)
- Small business payments
- Account aggregation software
- Set up email/text alerts and reminders
- Pay your Workers loan(s) with a debit/credit card or via ACH transfer

## **D – Account Transfers**

Indicated below are the types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account.

- Transfer funds from checking to savings
- Transfer funds from checking to checking
- Transfer funds from savings to checking
- Transfer funds from savings to savings
- Make payments from checking to Workers CU loan accounts
- Make payments from savings to Workers CU loan accounts
- Make payments from external accounts to Workers CU loan accounts

### Paying off a Line of Credit, Loan or Mortgage

To pay off and close a Line of Credit or Mortgage account type, please visit any one of our branches or call the Member Information Center at (978) 345-1021 and speak to a live representative. Please note that this cannot be completed through Digital Banking. You can pay down your Line of Credit by choosing the “*Pay in full and leave open*” transfer drop-down option, effectively paying the total advanced amount. If the “*Pay in full and leave open*” option is not selected when paying an LOC down to zero, the line of credit will retain a small amount of interest that will accrue until the line of credit is actually paid down to zero, either online or with help from a Workers CU employee. If left unpaid, the line of credit may go into default. Please check your monthly statements for total paydown due.

### Account Transfers Schedule

Monday through Friday: 6:00AM – 6:00PM EST – Online transfers submitted during this timeframe will post immediately. Online transfers processed out of this period will post the next business day.

### Scheduled Recurring Transfers

Any recurring transfers set up within Digital Banking through the scheduled transfers option will post by end of business on the effective date of the transfer.

Note: transfers are NOT available with the following accounts:

- Passbook Accounts
- Holdback Accounts

## **E – Account Access and Balances**

For each account you may access a maximum of 180 days of your transaction history through Digital Banking. Your transactions and balances are shown in real time. The available balance is shown in real time but may not include any holds. If you have a checking account line of credit and your checking account is overdrawn, the line of credit will advance to your checking account. The credit to your checking account will appear at the end of business of the day the checking account was overdrawn. If your checking account is overdrawn on a non-business day, the credit to your checking account from the checking line of credit will appear at the end of the next business day.

## F – Notifications

Our notifications section allows you to set up email and SMS notices to your personal email address and/or mobile phone for balance alerts, maturity dates and checks cleared. Notifications are sent at interval times of 8:00AM, 12:00PM, and 4:00PM EST. These notifications are for your own knowledge and will only be delivered to your personal email address or mobile phone. Email and SMS notifications WILL NOT be sent to any merchants in case of unavailable funds.

## G – Granting Access to Other People (Shared Access)

As the authenticated primary user of Digital Banking, you have the ability to authorize another person or persons (subusers) to access your Digital Banking site and grant certain authorities with respect to your accounts. Shared Access include view-only access, making transfers between designated accounts and initiating payments from designated accounts, granted individually or in combination. You have sole authority and control in sharing access with, managing and disabling subusers and/or their respective authority. You authorize us to act on transaction instructions initiated under the credentials of an authenticated subuser, just as if it was initiated under your credentials. When granting Shared Access, you assume total liability for any and all activities of a subuser with respect to your accounts, and you agree to hold us harmless in any claim you make against a subuser for breach of your agreement with said subuser pursuant to Shared Access.

Additionally, ~~we strictly forbid the sharing of digital banking login credentials~~ with other parties, including but not limited to, family, friends, colleagues, merchants, or any other individual. **Providing your account credentials to a third-party will result in the revocation of your digital banking privileges. In addition, Workers Credit Union will not bear any liability for transactions performed by persons with whom login credentials were shared.**

## H – Termination of Service

We may suspend or terminate your Digital Banking Service at any time with or without cause and without affecting your outstanding obligations under this agreement. We may immediately take this action if:

- You breach this or any other agreement with us
- We have reason to believe that there has been or may be an unauthorized use of your online banking credentials.
- There are conflicting claims to the funds in your account
- You request that we do so
- You reach a 90-day period of service inactivity
- There is any dispute or uncertainty regarding the ownership or control of the account

### III – BILL PAYMENT

#### **A – The Bill Payment Service**

The Bill Payment Service, administered through a third-party vendor, allows you to schedule bill payments seven days a week. Bill Payment allows you to:

- Make payments to individuals, businesses and merchants
- Schedule payments to be made on a regular basis
- Make payments from your Workers checking account(s), or set up recurring payments
- Import your electronic bills and schedule payments based on your bill's due date/amount

#### **B – Payment Account**

Your bill payment account must be a Workers Credit Union checking account. You may have more than one Workers CU checking account in your name linked to your bill payment profile.

#### **C – Payment Method**

Your online bill payments are made by transferring funds electronically (via ACH) from the payment account to the payee, or by mailing a check payable to the payee. A “payee” is a person or business you are paying. Whether or not the payee accepts electronic payments via financial institution's bill pay providers varies by payee. If an electronic payment method is not available for the payee specified, a standard paper check will be mailed to the payee address you entered. You may only designate payees with United States addresses. You may delete payees from your bill payment profile if you do not use them, or hide them if you do not use them frequently.

#### **D – Timing and Scheduling Your Payments**

To allow time for the payee to receive your bill payment, you must schedule the payment to be made at least five business days prior to the day you want a payee to receive payment. If the bill payment is sent via standard paper check, you must schedule the payment to be made at least ten business days prior to the date you would like the payee to receive payment. The day by which the payee indicates payment is due is the “due date”.

We recommend that you do not schedule the payment to be made during a grace period that your payee grants between the due date and the date at which the payment is considered late. Workers Credit Union will not be liable for late charges, penalties, interest, finance charges, and other damages if you schedule your payment to be paid during a grace period.

Our third-party bill payment processor will initiate your payment request either on the business day we receive your request, or the business day you specify. Payments requested to occur on a Saturday, Sunday or holiday will be processed the next business day.

When requesting an online bill payment, the funds will be mailed or sent electronically to the payee the day you designate the payment to be made (the “Process Date”). The payment will be debited from your Workers checking

account within 1-2 business days by the third-party bill payment processor. You must have funds on deposit on the process date (also known as the “send on” date) for the payment to be made.

Workers Credit Union assumes no responsibility for late payments if you do not properly schedule and submit your request. To ensure that critical or time-sensitive payments, such as insurance premiums, are made in a timely manner, we recommend that you schedule these payments well in advance of their due dates. Payees may require extra time to post a payment to your account because they do not receive a payment coupon or invoice number with the payment. Some payees disclose the extra processing time they require to post payments that do not include a payment coupon or invoice. Additionally, Workers Credit Union does not guarantee a deliver-by date for bill payments sent to payees via check.

Recurring payments may be set up for weekly, bi-weekly, monthly, or bi-monthly payment. They must be for the same amount each time. Any scheduled or recurring payment request you designate on a Saturday, Sunday or a Bank holiday will be made on the following business day.

### **E – Right to Stop Payment and Procedure for Doing So**

To place a stop on a payment made through the bill pay system, you must contact our Member Information Center at (978) 345-1021. Please refer to our separate [Fee Schedule](#) for the amount we will charge you for each stop payment order you request. Please note: stop payments may only be placed on bill payments that have been sent via paper check. Stop payments cannot be placed for payments sent to payees electronically.

### **F – Disconnected Service**

If you are disconnected from the bill payment before you log out, we recommend that you log back onto the service to verify that the payments or transfers you scheduled appear on your scheduled payments screen. If a scheduled payment or transfer is missing, please contact our Member Information Center at (978) 345-1021 or (800) 221-4020 (for non-local calls in MA & NH).

Do NOT reissue any payment requests made during the interrupted session unless you have been advised to do so by our Member Information Center. Otherwise, a duplicate payment could result. You authorize us to pay any duplicate payments you issue. We will not be responsible for any payee’s refusal to return any duplicate payments issued by you.

### **G – Rejecting Payment Requests**

Payment requests may be rejected if we suspect them to be fraudulent or erroneous. A payment request may also be refused if there is any uncertainty regarding the transacting party’s authority to conduct the transaction, or if there is any dispute or uncertainty regarding the ownership or control of the payment account.

### **H – No Signature Required**

When a payment is requested using bill payment, you agree that we may charge your account to make the payment with the same effect as if you had signed a check.

## **I – Deleting Bill Payments**

After a payment request is transmitted, you may use bill payment to delete the payment by using the delete function in the scheduled payments section of bill pay, and on the View Payment History page. The delete request for payments must be transmitted on the business day before the business day the transaction is scheduled to take place, or you may be responsible for the payment. Recurring payment instructions must be deleted 2 days prior to the recurring payment date.

## **J – Bill Payment Fees**

The following checking account types include a \$3.95 monthly fee for eight bills paid through the Workers Online Bill Payment Service. If more than eight bills are paid in any given month, there is an additional \$.50 fee per bill:

- Simple Checking

To view all bill payment fees, please refer to the applicable [Fee Schedule](#).

## **IV – ONLINE EXTERNAL LOAN PAYMENTS**

In these Terms and Conditions, the word “Terms” refers to the Terms and Conditions set forth in this agreement; “Credit Union” and “we” means Workers Credit Union; “you” and “your” mean each and all of those who agree to be bound by these Terms and Conditions; “Loan” means your Workers Credit Union loan account and “Funding Account” means your account at an outside institution that you are authorizing us to initiate payments from that will be applied to your Loan.

Our Loan Payment Service is a way for online banking users to make payments to their Loan with us from a Funding Account at another financial institution. Payments are debited using your other financial institution’s routing number and your account number. The payment is sent via an Automated Clearing House (ACH) transaction.

## **A – Acceptance of Terms and Conditions**

These Terms cover the use of the Loan Payment Service. By submitting a payment you agree to the Terms set forth in this agreement, as well as the online banking terms and conditions. If you no longer wish to be bound by these Terms, you should discontinue your usage of this service.

## **B – Payments**

Interest will continue to accrue and late charges may be assessed, if applicable, until final credit is given to your Loan. Payments scheduled with a non-Workers account or debit card on the current business day prior to 3PM (EST) will be posted on the same day. Payments made after 3PM (EST) or on Saturdays, Sundays, or Federal Holidays will be posted the next business day. All payments will be processed within three business days. There is a fee for paying with a debit card, please see our fee schedule at wcu.com. For the purpose of this disclosure, a business day is defined as any day of the week Monday through Friday, with the exception of Federal holidays.

## **C – Limitations**

This service is intended to allow users to conveniently make regularly scheduled loan payments. We may impose a limit on the dollar amount or amount of transactions allowed through this service.

## **D – Adding Your Funding Account to the Loan Payment Service**

Only accounts that you own should be added to this service. In the event that a Funding Account is found to have alternate owners than that of the Loan, we may cancel the account or discontinue this service for that user. It is your responsibility to update your Funding Account information in the event that it changed.

#### **E – Fees and Other Charges**

We may charge a fee to make a payment to your Loan. That charge will be disclosed to you at the time you schedule your payment and will be charged in addition to your requested payment amount. You will also be charged a fee in the event that your payment is returned unpaid from your Funding Account as disclosed in your Loan agreement. You may also be subject to a late charge as disclosed in your Loan agreement.

#### **F – Cancellation**

We may cancel your ability to use this service in the event of multiple failed payments or if your Loan is delinquent. We reserve the right to cancel this service at any time, for any reason.

#### **G – Reversed Payments**

If any payment is rejected or is reversed for any reason, that payment will be reversed on your loan and you will be responsible for making payment to the credit union separately.

#### **H – Notification and Confirmations**

You may request that a notification be generated to you via e-mail on the date your transaction begins to process. Any notification or confirmation number provided via our site is not a guarantee your payment has posted to your Loan. This is a confirmation that the payment will be attempted as well as a tool for us to research specific payments that are generated through this service.

#### **I – Contact Information**

We may contact you regarding your usage of our Loan Payment Service. This communication may be via U.S. Mail, email, or phone. It is your responsibility to notify the Credit Union if your current contact information changes.

#### **J – Amendments**

We may make changes to these Terms from time to time. Continued use of the Loan Payment Service will serve as your acknowledgement and acceptance of these Terms. Notification of changes will be given as required by law. You agree to receive electronic communications and disclosures regarding this service.

#### **K – Questions**

If you have any questions when using our Loan Payment Service, you may contact us at (978) 345-1021, during our regular business hours.

## V – ADDITIONAL TERMS

### **A – Limitations Money Market Checking or Savings Account Types**

During any statement cycle period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic or computer transfer or telephonic order or instruction. If you exceed the transfer limitations set forth in any statement period, your account may be subject to closure by the credit union. (Additional fees may be charged. See our [Fee Schedule](#).)

### **B – Hours of Operation and Transaction Cutoff Time**

Digital Banking services are available to you 24 hours a day, 365 days a year, except at times of “Service Unavailability” (see section C of this agreement). Transfer requests submitted after 6:00 PM EST will post on the next business day. All transactions are completed at time of request.

### **C – Service Unavailability**

Access to Digital Banking may be unavailable without notice at certain times for any of the following reasons:

- *Scheduled Maintenance:* There will be periods when systems require maintenance or upgrades. These typically occur from 12am – 12pm (Eastern Time). You may be able to access your account information between those hours; however you will only be able to view your information. You will not be able to make any transfers.
- *Unscheduled Maintenance:* Digital Banking may be unavailable when unforeseen maintenance is necessary.
- *System Outages:* Major unforeseen events, such as earthquakes, fires, floods, computer failures, interruption in telephone service or electrical outages may interrupt service availability.

### **D – Our Liability for Failing to Complete a Transaction submitted through Digital Banking**

If Workers Credit Union does not properly complete a transaction on time or for the correct amount, we will pay any late fees or finance charges. There are some exceptions that we will not be liable for, such as the following:

- You fail to provide us with timely, complete and accurate information for any transfer failures. Through no fault of ours, you do not have enough available funds or credit availability in your checking account to make the transfer.
- The transfer would exceed the credit limit under any credit arrangement established to cover negative balances.

- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or natural disaster) prevent or delay the transfer despite reasonable precautions taken by us.
- The system or terminal was not working properly and you knew or should have known about the problem when you started the transaction.
- The funds in your account are subject to legal process, or are not available for withdrawal.
- The electronic funds transfer system of Workers Credit Union is not working properly.
- You did not properly follow service instructions on how to make the transfer (this includes incorrect date, amount, etc.).
- Your computer, connection, and/or software malfunctioned for any reason; the unsuitability of your computer or software or any virus, or the transaction could not be completed due to service unavailability.

Workers Credit Union will not be liable for indirect, special or consequential damages arising out of the use of online banking. There may be other exceptions stated in our agreements with you.

### **E – Third Party Bill Pay Processor Liability for Failing to Complete a Transaction**

If our third-party bill payment processor does not properly complete a transaction on time or for the correct amount, they will pay any late fees or finance charges as long as your account was in good standing with the merchant prior to this incident. There are some exceptions, however. This third-party bill payment processor WILL NOT be liable, for instance if:

- You fail to provide timely, complete and accurate information for a stop payment.
- Through no fault of the third party bill payment processor, you do not have enough available funds or credit availability in your account to make the payment.
- The payment would exceed the credit limit under any credit arrangement established to cover negative balances.
- Circumstances beyond their control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or natural disaster) prevent or delay the payment, despite reasonable precautions taken by the third party bill pay processor.
- The system or terminal was not working properly and you knew or should have known about the problem when you started the transaction.
- The funds in your account are subject to legal process, or are not available for withdrawal.
- The bill payment funding account is closed or frozen.
- The funds transfer system of our third-party bill pay processor is not working properly.
- The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely. You did not properly follow service instructions on how to make the payment (this includes incorrect date, amount and/or address information).
- You did not authorize a payment early enough for the payment to be scheduled, transmitted, received and credited by the payee's due date.
- The third-party bill payment processor made a timely payment, but the payee refused to accept the payment or did not promptly credit your payment after receipt.
- Any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee.
- Your computer, Internet connection, and/or software malfunctioned for any reason; the unsuitability of your computer or software or any virus, or the transaction could not be completed due to service unavailability.

Workers Credit Union's third-party bill payment processor will not be liable for indirect, special or consequential damages arising out of the use of bill payment. There may be other exceptions stated in our agreements with you.

## **F – Error Resolution Notice**

Tell us AT ONCE if you believe your Digital Banking log-in information has been lost or misplaced. Calling is the best way of limiting your possible losses.

In case of errors or questions about your transfers or payments, please let us know as soon as you can. If you believe that your statement is wrong or if you need more information about a transaction, telephone us at (978) 345-1021 or (800) 221-4020 (for non-local calls in MA & NH).

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or suspected error appeared.

1. Tell us your name and account number
2. Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you are requesting more information.
3. Tell us the dollar amount of the suspected error.

If you inform us of your complaint verbally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we require additional time, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you believe 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 10 business days, we may not provisionally credit your account.

We will provide you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. We may then debit the provisional credit(s). Upon debiting a provisionally credited amount, we shall:

1. Notify you of the date and amount of the debiting.
2. Notify you that we will honor checks, drafts, or similar instruments payable to third parties and preauthorized transfers from your account (without charging you as a result of an overdraft) for five business days after the notification. We shall honor items as specified in the notice, but need honor only items that would have been paid if the provisionally credited funds had not been debited.

You may inspect or ask for copies of the documents that we used in our investigation. If there is no error, we may impose on you a reasonable charge for making such reproductions.

## **G – Email Limitations**

We may not immediately receive email that you send. Therefore, you should not rely on email if you need to communicate with us immediately; for example, if you need to report a lost or stolen card or PIN, or report an unauthorized transaction from one of your accounts. We cannot take action based on your email requests until we actually receive your message and have a reasonable opportunity to act.

Email may not be used to request account information or to conduct transactions with us (e.g., wire transfer requests, loan payments, transfers, or account numbers). Though all our email correspondence via our website is encrypted, we recommend that you do not include sensitive information in your messages. If in doubt, call our Member Information Center at (978)345-1021.

## **H – Privacy Policy Rights**

Please refer to the [Privacy Policy](#).

## **I – Non-usage and Cancellation of the Digital Banking Service**

You must indicate that you wish to cancel the service either with our Member Information Center at (978) 345-1021 or by written notice to:

Workers Credit Union  
ATTN: Digital Banking Department  
815 Main Street – PO Box 8207  
Fitchburg, MA 01420

Non-usage of the service for 90 consecutive days may result in either termination of the service or discontinuance of any service fee waiver at our sole discretion. You agree that at any time after such notice or period of non-usage, we may discontinue the Digital Banking Service and all services available within Digital Banking (ex. Bill Payment, Funds Transfer, eStatements and Scheduled Reoccurring Transfers). We strongly recommend that you cancel all recurring and future bill payments before you cancel your Digital Banking Service. This will ensure that future payments and transfers made by you will not be duplicated.

## **J – Termination of Service**

We may suspend or terminate your Digital Banking Service at any time with or without cause and without affecting your outstanding obligations under this agreement. We may immediately take this action if:

- You breach this or any other agreement with us
- We have reason to believe that there has been or may be an unauthorized use
- of your online banking credentials
- There are conflicting claims to the funds in your account
- You request that we do so
- You reach a 90-day period of service inactivity
- There is any uncertainty regarding the ownership or control of the payment account

## **K – Amendment of This Agreement**

Workers Credit Union may change or cancel the Digital Banking Service at any time without cause, subject to applicable laws and regulations. We may amend this agreement by sending you advance notice of the amendment. All notices we send to you will be deemed delivered when mailed to the last address we have for you.

## **L – Notices**

We may send notices to you at the address shown in our system. Also email correspondence is an acceptable way for Workers Credit Union to communicate notices.

### **M – Severability**

If any provision of this agreement is determined to be void or invalid, the rest of the agreement will remain in full force and effect.

### **N – Other Terms**

This agreement supplements any other agreements of the accounts that you have active in the Digital Banking Service. Please see those agreements for other details regarding your accounts, fees and transactions.

### **VI – MX MONEY MANAGEMENT & DEBIT REWARDS**

In addition to the above content, if you decide to use either MX Money Management or the Debit Rewards application, you acknowledge and agree to the following terms and conditions of service.

#### **A – License Grant and Restrictions**

You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the MX Money Management Service (the “Service”) to manage your financial data, and the purchase rewards application (“Debit Rewards Offers”) to benefit from your debit card purchases.

In addition to the MX Money Management Service and the Debit Rewards Offers, the terms "Service" and “Debit Rewards Offers” also include any other programs, tools, internet-based services, components and any "updates" (for example, service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third-party vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following:

- Access or attempt to access any other systems, programs or data that are not made available for public use
- Copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from MX Money Management or from the Debit Rewards Offers program
- Permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement
- Transfer any of the rights granted to you under this license
- Work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law
- Perform or attempt any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit

Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure

- Otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

## **B – Ownership**

The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

## **C – Your Information and Account Data with Us**

You are responsible for:

- Maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information")
- Preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this agreement. You will be responsible for all electronic communications, including account registration and other account

holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred.

You must inform us of, and hereby grant to us and our third-party vendors permission to use, Licensee Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect, and store, or which is collected and stored on our behalf by third-party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and Digital Banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to:

- Conduct database marketing and marketing program execution activities
- Publish summary or aggregate results relating to metrics comprised of research data from time to time

- Distribute or license such aggregated research data to third -parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

#### **D – Your Information and Account Data with Other Financial Institutions**

Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called “aggregation”). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes:

- As pertains to the use, function, or performance of the services which you have selected
- As necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected
- For measuring downloads, acceptance, or use of the services you have selected
- For the security or protection of the services you have selected
- For the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement
- To assist us in performing our obligations to you in providing the services you have selected

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

#### **E – Use, Storage and Access**

We shall have the right, in our sole discretion and with reasonable notice posted on the MX Money Management site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to:

- The amount of storage space you have available through the Service at any time
- The number of times (and the maximum duration for which) you may access the Service in a given period of time.

We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within

thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

#### **F – Third-Party Services**

In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third-Party Services"). If you decide to use Third-Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third-Party Services.

#### **G – Third Party Websites**

The Service may contain or reference links to websites operated by third parties ("Third-Party Websites"). These links are provided as a convenience only. Such Third-Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third-Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third-Party Website. In no event will we be responsible for the information contained in such Third-Party Website or for your use of or inability to use such website. Access to any Third-Party Website is at your own risk, and you acknowledge and understand that linked Third-Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

#### **H – Export Restrictions**

You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to:

- Any countries that are subject to US export restrictions
- Any end user who has been prohibited from participating in US export transactions by any federal agency of the US government
- Any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

#### **I – Debit Rewards Offers**

If you decide you wish to participate in the Debit Rewards Offers (sometimes referred to as "Purchase Rewards Offers") application, you acknowledge and agree to the following terms and conditions of service:

You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.

You must use the debit card associated with the Purchase Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types. Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team at (978) 345-1021 if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement. You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

## VII – EXTERNAL FUNDS TRANSFER

You understand and agree that the External Funds Transfer Service is provided by a third party. You understand and agree that you may be charged a fee for services and products provided by and transactions performed through a third party and certain limitations apply, according to the terms and conditions disclosed to you.

### **A – External Account (A2A) Transfers**

When you register to use the External Funds Transfer Service, your share accounts are automatically enabled to perform transfers to and from external financial institution accounts in your name. A trial deposit (funded by the third party external funds transfer vendor, generally in amounts less than \$1) and a trial withdrawal is made to the designated

account during the authentication process. After your receiving account has been authenticated and you verify the trial deposit amounts, you are free to make transfers. External transfers requested Monday through Friday during regular business hours are posted to your destination account once the funds have been successfully drawn from your source account.

Your transaction remains "In Process" for the number of days indicated while initiating your transfer from the day you send your request. After that, the status is updated to "Complete," indicating a successful transaction, provided we have not received notice of any problems with the transfer.

## **B – Person-to-Person (P2P) Payments**

When you register to use the Person-to-Person service through our third-party external funds transfer vendor, your share accounts are automatically enabled to send payments. You may choose to send funds to anyone who has Internet access and who has an email address, a U.S. mobile phone via text (standard text messaging rates may apply), or directly to a bank account to anyone in the U.S. If using email or text, the payee must collect the funds by logging into a designated third-party external funds transfer vendor website using a confirmation code provided in the transaction notification by the third party. The payee will then provide a destination account for the funds to be deposited.

Person-to-Person payments are generally available for your payee to collect within 1-2 business days from the day you have submitted your request. The recipient must complete the collection process within 7 days of receiving email notification of your Person to Person payment. If there has been no response from your payee, the funds are automatically returned to the source account.

You authorize the third-party external funds transfer vendor to originate ACH credit/debit entries to your account(s) as instructed. This authorization is to remain in full effect until our third-party vendor has received notification from you of its termination in such manner as to afford the third-party external funds transfer vendor a reasonable opportunity to act on it (no less than 10 days prior to transfer date). You acknowledge that the third-party external funds transfer vendor's origination of ACH entries under this agreement must comply with United States law.

ACH Disclosure: All items or Automatic Clearing House ("ACH") transfers to your account(s) are provisional and subject to receipt of final payment. If final payment is not received, our third-party external funds transfer vendor reserves the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. Please see our [fee schedule](#) for details. After the third-party external funds transfer vendor has received final payment, the vendor refers to these deposits as collected items. If the third-party external funds transfer vendor incurs any fee to collect any item, the third-party external funds transfer vendor may charge such fee to your account. The third-party external funds transfer vendor reserves the right to refuse or to return all or any items or funds transferred.

On all Standard Transfers you should expect to see the funds in the destination account within 3-5 business days depending upon the transaction history. The timing may vary depending on the institution. If there is a problem with executing your request, the third-party external funds transfer vendor will notify you by email on record and/or on the History page. You authorize the third-party external funds transfer vendor to execute this transaction and accept the Terms of Service when you submit this transaction. At this time, please make sure you have sufficient funds in the funding account otherwise a fee may be charged if the transaction fails due to insufficient funds.

## **C – Cancelling/Stopping Payment and Transfers**

### Transfers to External Accounts

You may cancel an External Transfer any time before the cutoff time (7:00 PM Pacific Standard Time) by clicking on the "Cancel" link next to the transaction in the "Status" column. Once your transfer funds request has been transmitted to ACH, you cannot cancel the transaction. You may request a second transfer between the same two accounts to attempt to send the funds back to their point of origin (reversing your first transfer).

#### Person-to-Person Payments

You can stop a Person-to-Person Payment at any time before the recipient accepts the funds by going to your "History" screen, find the transaction in question, and click "Cancel" next to the transaction under the "Status" column. You will be asked if you're sure you want to cancel the transaction. Click "Yes." You can also cancel a transaction in the exact same manner from the "Action" column of your "Overview" screen. The funds will be returned to the account of origin.

### VIII – ELECTRONIC STATEMENTS

#### **A – Electronic Delivery and Notifications**

By signing up for electronic statement delivery, or “eStatements”, you accept the terms of this agreement, and hereby authorize Workers Credit Union to provide periodic financial statements to you electronically. Your authorization means that you consent and agree to the following:

You will provide us with an email address that will be used to send all electronic statement-related notifications. You understand that the email notification informing you that your statement is available for viewing can take up to 5 business days to receive after the statement is generated. You will let us know immediately if the email address changes. You understand that you have no expectation of privacy if the statement link is transmitted to an email address owned by your employer. You further agree to release Workers Credit Union from any liability if the information is intercepted or viewed by an unauthorized party or other email address selected by you.

Upon receipt of your consent and using the email address you provide, we will send you notification of the availability of your periodic account statement each statement period (statement cycle) and you will be required to access the Workers Credit Union web site in order to view your statements. You will be required to enter your logon information and password to view the electronic statement(s) and images. It is your sole responsibility to protect your logon and password from unauthorized persons.

Your consent to receive electronic periodic deposit statements shall remain in effect until revoked by you. If you elect to revoke your consent to receive electronic statements you may do so by telephone at (978) 345-1021. If the revocation of your consent is received less than fifteen (15) days before the end of your normal statement cycle, it may not take effect until the following statement cycle. Once you sign up for eStatements you will be able to view, save or print the last twelve (12) monthly statements.

If you have chosen electronic statements as your delivery preference, you will not receive a paper statement. This means that along with your statement you may also electronically receive any materials that would have gone out with the paper statement including disclosures and promotional materials.

#### **B – System Access**

Access to this service may be unavailable at times due to scheduled maintenance, unscheduled maintenance or system outage. In addition, both environmental and physical events may occur that may cause the system to become unavailable. Workers Credit Union will make every reasonable effort to ensure optimum availability of this system.

However, Workers Credit Union is in no way liable for the unavailability of the system or any damage that may result from system unavailability.

Workers Credit Union disclaims any liability that relates to the improper use of this system. We are not responsible for any damage that may occur to your personal computer from the use of this service or the data transmitted through the account access link. Workers Credit Union will notify you of any change to software and hardware requirements needed to access the system. The notification will be sent to the email address we have on record for your account, and will be available from the electronic statements site as well.

### **C – Your Responsibility for Maintaining the Security of your Password**

Your logon and password are highly sensitive and extremely confidential and must not be disclosed to others or recorded in or on your personal computer. You agree not to disclose the username or password to anyone. You understand that in providing this information to a third party, you are granting that party the right to view your account statements, which will include your account numbers, your account balances, your account history and images of your cleared checks. You will be responsible for any transaction they may complete. You agree to notify us immediately if you believe any of your accounts have been accessed or your logon has been used by someone other than yourself. Workers Credit Union reserves the right to discontinue your access to this service if it feels the integrity of your password has been compromised.

### **D – Contact Information**

If you need information on how to update your email address, request a paper copy of your statement or how to change your password, contact us via [email](#) or via phone at (978) 345-1021 or at any of our branch offices.

### **E – Error Resolution Notice**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before

this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

WORKERS CREDIT UNION

815 MAIN STREET, P.O. BOX 8207

FITCHBURG, MASSACHUSETTS 01420-8207

Business Days: Monday through Friday, Excluding Federal Holidays

Business Hours: Monday through Friday: 8:00AM - 5:00PM

Phone: (978) 345-1021 or (800) 221-4020 (for non-local calls in MA & NH)

**MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST**

All electronic statements shall be in full compliance with applicable laws and regulations. You will be notified by email when new documents are available for viewing. Please verify your email address.

IMPORTANT: PLEASE RETAIN THIS CONSENT AND AUTHORIZATION

*Revised June 2020*