

The following disclosure/agreement is for the use of our Home Banking system. By clicking "Home Banking" either above or below and completing the member sign on, you agree to the terms of the Home Banking Agreement and Disclosures. System requirements: Javascript and cookie-enabled browser that follows recent encryption standards, i.e. later versions of Netscape Navigator or Communicator, or Microsoft Internet Explorer.

HOME BANKING AGREEMENT AND DISCLOSURE

This Agreement is the contract which covers your and our rights and responsibilities concerning Home Banking services offered to you by American Southwest Credit Union ("Credit Union"). In this agreement, the words "you" and "yours" mean those who submit a Home Banking authorization form and any authorized users. The word "account" means any one or more share or loan accounts you have with the Credit Union. By submitting the Home Banking or online authorization for the Home Banking service, you agree to the following terms governing your and our rights and responsibilities concerning the Home Banking electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated transactions through Home Banking Transactions involving your deposit accounts.

Home Banking Services. Upon approval, you may use your personal computer to access your accounts. You must use your member number along with your security code to access your accounts. The Home Banking service is accessible seven (7) days a week, 24 hours a day. You will need a personal computer and a web browser (such as Netscape Navigator or Microsoft Internet Explorer). The online address for the Home Banking service is www.ascu.org. You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service, internet service or your computer. At the present time, you may use the Home Banking service to:

1. **Transfer funds between your Savings, Checking, and Loan accounts.**
2. **Transfer funds to accounts of other members you authorize with us from any of your accounts.**
3. **Review account balance, transaction history, and tax information for any of your accounts.**
4. **Review information on your loan account including payoff amounts, due dates, finance charges, interest rate, and balance information and past statements of yours.**
5. **Request a withdrawal from any Savings, Checking, or loan account by check mailed to you.**
6. **Stop payment requests and other transactions permitted by the Credit Union.**
7. **Communicate with the Credit Union using the electronic mail (E-mail) feature.**
8. **Pay bills via electronic payment methods**

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

The Credit Union does not make any warranty, express or implied, to you regarding the Quicken or Money software programs including but not limited to any warranty of merchantability or fitness for a particular purpose.

- **Home Banking Service Limitations.** The following limitations on Home Banking transactions may apply:
 - a. **Transfers.** You may make funds transfers to your other accounts as often as you like. However, transfers from your money market accounts 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 up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan 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. All checks are payable to you as a primary member and will be mailed to your postal address of record. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
 - b. **Account Information.** The account balance and transaction history may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.
 - c. **E-Mail.** You may use e-mail to send messages to us. E-mail may not, however, be used to initiate a transfer on your account or a stop payment request, unless accompanied with a scanned, verifiable signature. 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. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at **520-459-1860** or toll free: **(800)752-6394**.
- **Security of Access Code.** The personal identification number or access codes ("access codes") that you select are for your security purposes. The access codes are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized by you to sign on your accounts. If you authorized anyone to have or use your access codes, you understand that person may use the Home Banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access codes and you agree that the use of your access codes will have the same effect as your signature authorizing transactions. If you authorize anyone to use your access codes 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 codes 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 codes are 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

electronic funds transfer and account services immediately.

- **Member Liability.** You are responsible for all transfers you authorize using the Home Banking services under this Agreement. If you permit other persons to use your 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 access code and accessed your accounts without your authority. If you believe your access codes have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call **520-459-1860 or (800)752-6394**
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- **Business Days.** Our business days are Monday through Friday. Holidays are not included.
- **Fees and Charges.** There are certain charges for Home Banking services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law. The Home Banking service is free to members.
- **Transaction Documentation.** Transfers and withdrawals transacted through Home Banking will be recorded on your periodic statement by mail or electronically if you have requested an electronic statement. You will receive a statement monthly.
- **Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at: www.ascu.org. However, we will disclose information to third parties about your account or the transfers you make in the following limited circumstances:
 - 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;**
 - d. **If you give us your express permission.**
- **Limitation of Liability for Home Banking Services.** 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 may be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:
 - a. **If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit**

on your line of credit, if applicable.

- b. If you used the wrong access code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions.**
 - c. If your computer fails or malfunctions, phone lines or internet service or Credit Union computer system 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 or strikes, equipment or power failure) prevent making the transaction.**
 - e. If the funds in your account are subject to an administrative hold, legal process or other claim.**
 - f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.**
 - g. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.**
 - h. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by the Credit Union.**
 - i. If there are other exceptions as established by the Credit Union.**
- Termination of Home Banking Services.** You agree that we may terminate this Agreement and your Home Banking services, if you, or any authorized user of your Home Banking services or access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or access code. In addition, we reserve the right to terminate the service if you fail to use the service for more than two consecutive statement cycles. You or any other party to your account can terminate this Agreement by notifying us verbally or in writing. Termination of service will be effective the first business day following receipt of your notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

- **Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will mail you notice. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.
- **Statement Errors.** In case of errors or questions about your Home Banking transactions, contact us by: telephone, write us or send us an email as set forth in the Member Liability section as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.
 - **Tell us your name and account number.**
 - **Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.**
 - **Tell us the dollar amount of the suspected error.**

If you tell us verbally, 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. 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 question (ninety (90) calendar days for new account transactions errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will provide a provisional credit to 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 to you an explanation of our findings within three (3) business days after the conclusion of our investigation, and the provisional credit previously provided will be withdrawn. 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.

- **Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any

dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.

- This Agreement shall be governed by and construed under the laws of the State of Arizona as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Arizona law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

By clicking “I agree to the terms and conditions”, you are consenting and agreeing:

- 1. You have read and agree to the terms and conditions of the ESIGN Acknowledgement and Consent Disclosure for Electronic Transmission of Signatures and Documents for Online Banking and Mobile Banking Services.**
- 2. You consent to receiving disclosures and other notices electronically, and have the ability to view, save and print documents related to Online Banking and Mobile Banking Services.**
- 3. You have read and agree to the terms and conditions set forth in the Online Banking and Mobile Banking Agreement.**