

Registration Disclosure

Fibre Federal Online Banking Services Agreement

1. Introduction - This Agreement is the contract which covers your and our rights and responsibilities concerning Online Banking and Bill Payment services offered to you by Fibre Federal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who submit a paper or online authorization form and any authorized users. The word "account" means any one or more deposit a/or loan accounts you have with the Credit Union.

By submitting the authorization for the Online Banking service, or by accepting or using the security code to make any Online Banking transaction you agree to the following terms governing your and our rights and responsibilities concerning online electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated transactions and bill payments through the Online Banking service involving your deposit accounts.

2. Online Banking Service - Upon approval, you may use your personal computer or other electronic device to access your accounts. You must use your User ID along with your security code to access your accounts. The Online Banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Online Banking services may not be available due to system maintenance. You will need a personal computer and a web browser (such as Google Chrome or Microsoft Internet Explorer). The online address for the Online Banking service is www.fibreku.com. You are responsible for the installation, maintenance and operation of your computer and internet access. The Credit Union will not be responsible for any errors or failures involving any internet service provider or your computer. At the present time, you may use the Online Banking service to:

1. Access linked consumer accounts for which you are an authorized signer. (Joint account owners require their own separate log in and will view and conduct permissible account inquiries and transactions for their individual authorized access and linked consumer accounts.)
2. Transfer funds between your linked deposit, loan accounts and authorized external accounts. External transfers are subject to a separate agreement provided when you enroll for the service.
3. Review information such as account balance, pending card transactions, transaction history, maturity dates and tax information for your linked deposit and certificate accounts.
4. Review information on your loan accounts including payoff amounts, due dates, finance charges, interest rate, and balance information and past statements of yours.
5. Reorder personal checks or request a cashier's check withdrawal payable to yourself.
6. Make bill payments from your checking account using the Bill Payment Service. The Bill Payment Service is subject to a separate agreement provided when you enroll.
7. Account aggregation to pull account information from other financial institutions supported by our online banking provider.
8. Add or remove overdraft transfer protection for automatic transfer of funds to cover overdraft occurrences. Refer to the Overdraft Transfer Protection and Courtesy Pay Services Disclosure for more information on this service.
9. Add or remove overdraft courtesy pay opt in. Provides for overdraft ability for single debit card or ATM withdrawal transactions up to your authorized courtesy pay limit. Refer to the Overdraft Transfer Protection and Courtesy Pay Services Disclosure for more information on this service.
10. Utilize Personal Financial Management and budgeting tools.
11. Download account information using compatible software programs.
12. Communicate with the Credit Union using the electronic mail (e-mail) feature.

13. Sign up for E-Statements

14. Set up Account Alerts

15. 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 other compatible software programs including but not limited to any warranty of merchantability or fitness for a particular purpose.

3. Online Banking Service Limitations - The following limitations on Online Banking transactions may apply:

1. Transfers - You may make funds transfers to your other accounts as often as you like. However, transfers from your savings or money market accounts will be limited to a total of six (6) in any one month. 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. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

2. Account Information - The account balance and transaction history information 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.

3. E-Mail - You may use the e-mail to send messages to us. E-mail may not, however, be used to initiate a transfer or stop payment order on your account. 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 the telephone number set forth in Section 4.

4. Member Liability - You are responsible for all transfers you authorize using the Online Banking services under this Agreement. If you permit other persons to use your security 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 security code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Online Banking transactions, 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 security code, 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 the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods. If you believe your security code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: (360) 423-8750 Monday - Friday 9:00 am (PST) to 5:30 pm (PST); Saturday 9:00am (PST) to 4:30pm (PST) or contact us using the email form on our [contact us page](#).

Important: If you believe there has been or could be unauthorized activity on your account, change your PIN security code immediately.

5. Business Days - Our business days are Monday through Friday. Limited locations open on Saturday's. Holidays are not included.

6. Fees and Charges - There are certain charges for Online 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. For specific fees and charges related to Online Banking or Bill Pay please refer to [Fees and Terms](#).

7. Transaction Documentation - Transfers, withdrawals and bill payments transacted through Online Banking will be recorded on your periodic statement which will be sent by mail or via your eStatement. You will receive a statement monthly.

8. Account Information Disclosure - We will maintain the confidentiality and privacy of your electronic funds transaction information in accordance with our privacy policy as stated on our website at: www.fibreco.com. However, we will disclose electronic funds transfer information to third parties about your account or the transfers you make in the following limited circumstances:

1. As necessary to complete transfers;
2. To verify the existence of sufficient funds to cover specific electronic transactions upon the request of a third party merchant as allowed by law;
3. To comply with government agency or court orders;
4. If you give us your express permission.

9. Limitation of Liability for Online 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 will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers such as Google Chrome and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Online Banking services and Bill Payment services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Online Banking and Bill Payment Services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. 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:

1. 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.
2. If you used the wrong security code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and Bill Payment transactions.
3. If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
4. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
5. If the funds in your account are subject to an administrative hold, legal process or other claim.
6. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
7. 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.
8. 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 Credit Union.
9. If there are other exceptions as established by the Credit Union.

10. Termination of Online Banking Services - You agree that we may terminate this Agreement and your Online Banking services, if you, or any authorized user of your Online Banking services or security 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 security code or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. In addition, we reserve the right to terminate the service if you fail to use the service for more than three (3) consecutive billing cycles.

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 business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

11. Notices - The Credit Union reserves the right to change the terms and conditions upon which the Online Banking and Bill Payment service are 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 or if you have consented to electronic disclosures, we will send it to the e-mail address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

12. Statement Errors - In case of errors or questions about your Online Banking or Bill Payment transactions, contact us by: telephone at the phone numbers, send us an e-mail, or write us at the address set forth in Section, 4 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.

1. Tell us your name and account number.
2. 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.
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 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 question (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 recredit 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. 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

13. Other General Terms:

1. Other Agreements - In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with the Credit Union, as described in your Membership and Account Agreement, prior receipt of which you acknowledge.

2. Severability - In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

14. 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 Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington 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.