

**ILWU**  
**FEDERAL CREDIT UNION**  
**ONLINE AND MOBILE BANKING,**  
**BILL PAY,**  
**PAY A FRIEND (P2P) AND**  
**EXTERNAL TRANSFERS**  
**DISCLOSURES AND AGREEMENTS**



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**P.O. Box 7629**  
**Long Beach, CA 90807**  
**Phone: 866.445.9828**  
**Fax: 310.834.2151**  
**[www.ilwucu.org](http://www.ilwucu.org)**

**ILWU FEDERAL CREDIT UNION ONLINE AND MOBILE BANKING,  
BILL PAY, PAY A FRIEND (P2P) AND EXTERNAL TRANSFERS  
DISCLOSURES AND AGREEMENTS**

*This Online and Mobile Banking and Bill Pay Electronic Funds Transfer Disclosure and Agreement, as amended from time to time ("Agreement"), sets forth the terms and conditions governing the use of ILWU Federal Credit Union's: A) Online and Mobile Banking service; B) Bill Pay service; and C) Pay A Friend (P2P) and External Transfers service. Please read this Agreement completely and retain it with your personal records. By using, or allowing another person to use, the ILWU Federal Credit Union's Online and Mobile Banking, Bill Pay or Pay A Friend (P2P) and External Transfers services offered by ILWU Federal Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the terms "you" and "your(s)" refer to the Member, and the terms "we", "us", "our(s)" and "Credit Union" refer to ILWU Federal Credit Union.*



**ELECTRONIC DISCLOSURE OF ILWU FEDERAL CREDIT UNION'S ONLINE AND MOBILE BANKING, BILL PAY, PAY A FRIEND (P2P) AND EXTERNAL TRANSFERS DISCLOSURE AND AGREEMENT**

By accessing the ILWU Federal Credit Union's Online and Mobile Banking, Bill Pay, Pay A Friend (P2P) and External Transfers services, you acknowledge electronic receipt of the Credit Union's Online and Mobile Banking, Bill Pay, Pay A Friend (P2P) and External Transfers Disclosure and Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement unless you specifically request it.

**WHO IS BOUND BY THIS AGREEMENT**

Each person ("signer") who completes the online ILWU Federal Credit Union Online and Mobile Banking, Bill Pay, Pay A Friend (P2P) and External Transfers Application and/or enters their Access Code, or signs an ILWU Federal Credit Union Online and Mobile Banking, Bill Pay, Pay A Friend (P2P) and External Transfers Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the Application, enters their Access Code, or completes the online Application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives, and successors. By accessing the system, or authorizing anyone else to access the system, and/or by signing the application, you agree to be bound by the terms and conditions of the Agreement.

**RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**

You will receive a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will receive a statement at least quarterly. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 866.445.9828 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or pre-authorized deposits, you will get at least a quarterly statement from us. Monthly statements are sent by either US mail or email. If there is no activity during a calendar month the statements are sent quarterly. For deposit verifications our Call Center hours are Monday through Friday 8:00 am until 6:00 pm Pacific Time. Contact our toll-free number 866.445.9828 to verify account history.

**HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION**

If you believe your Access Code has been lost or stolen or someone has transferred or may transfer money from your account without your permission, call us immediately at 866.445.9828, via email at [memberservices@ilwucu.org](mailto:memberservices@ilwucu.org) or write to us at P.O. Box 7629, Long Beach, CA 90807.

For unauthorized transfers (transfers made without your permission), contact our office during normal business hours.

You should also call the number listed above if you believe a transfer has been made using information from your check without your permission.

**YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING YOUR ACCESS CODE**

Tell us AT ONCE if you believe your Access Code has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you

tell us within two (2) business days, you can lose no more than \$50 if someone used your Access Code without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Access Code, and we can prove that we could have stopped someone from using your Access Code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the Access Code, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

### **BUSINESS DAYS**

For purposes of these disclosures, our business days are Monday through Friday, excluding holidays.

### **ACCESS CODE**

We will issue you a temporary Access Code. Upon your first login to the service, you must immediately change your Access Code. Your Access Code should be memorized. Do not write it down anywhere that it is easily accessible to others. Your accounts can only be accessed by the use of an access device with your Access Code. If you forget, misplace or otherwise disclose your Access Code, contact the Credit Union.

### **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transaction to or from your accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- a) through no fault of ours, you do not have enough money in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the network system was not working properly and you were aware of the malfunction when you started the transaction;
- d) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transactions despite reasonable precautions that we have taken;
- e) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- f) your Access Code has been entered incorrectly;
- g) the payee mishandles or delays a payment sent by our bill payment service provider;
- h) you have not provided our bill payment service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

### **FEES**

All fees or charges associated with the Credit Union's Online and Mobile Banking, Bill Pay, Pay A Friend (P2P) and External Transfers services are disclosed in our Fee Schedule, as amended from time to time, a copy of our Schedule of Service Charges is located on the Credit Union's website. At any time, in our discretion, we may add to or modify disclosed fees, subject to any prior notice requirements under applicable law. Your continued use of the Credit Union's Online and Mobile Banking, Bill Pay, Pay A Friend (P2P) and External Transfers services after the change becomes effective shall constitute your agreement to pay the disclosed fee. You may designate in writing the account from which such fees may be charged; however, you authorize us to charge such fees to any account you maintain with us in the event that a specific account has not been designated by you in writing or if there are insufficient funds in the designated account. Please refer to the Credit Union's website to view the most recent Schedule of Service Charges.

### **OUR RIGHT TO AUDIT**

We may periodically audit your individual transactions and use of the Credit Union's Online and Mobile Banking, Bill Pay, Pay A Friend (P2P) and External Transfers services to verify your compliance with this Agreement. You agree to cooperate with any such audit and to provide, at your expense, such information, or documents as we may reasonably request.

### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- c) to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

## **ADDRESS CHANGE**

You are required to keep the Credit Union informed of your current address to insure correct mailing of monthly statements. If you have elected to receive electronic statements, you also agree to keep us informed of your current email address.

## **AMENDMENTS**

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice (or via email if you have agreed to and consented to the Credit Union's ESign Disclosure) to you at your address or email address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of our Credit Union's Online and Mobile Banking, Bill Pay, Pay A Friend (P2P) and External Transfers services or designated accounts.

## **TERMINATION**

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of ILWU Federal Credit Union's Online and Mobile Banking, Bill Pay, Pay A Friend (P2P) and External Transfers services at any time with or without cause. We may do so immediately if:

- a) You or any authorized user of your account breaches this or any other agreement with the Credit Union
- b) We have reason to believe that there has been or might be an unauthorized use of your account; or
- c) You or any authorized user of your account requests that we do so.

## **GOVERNING LAW; ATTORNEYS' FEES**

All agreements and disclosures shall be construed in accordance with the laws of the State of California and the provisions of the California Uniform Commercial Code (UCC). You agree to pay the Credit Union all of the costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

## **ADDITIONAL BENEFIT ENHANCEMENTS**

The Credit Union may from time to time offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

## **RESERVATION OF RIGHTS**

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

## **OTHER AGREEMENTS**

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

## **SEVERABILITY**

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

## **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Call us at 866.445.9828, email us at [memberservices@ilwucu.org](mailto:memberservices@ilwucu.org), or write to us at P.O. Box 7629, Long Beach, CA 90807 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer 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.

- a) Tell us your name and account number (if any).
- b) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- c) Tell us the dollar amount, and the date 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days). 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

## ➡ ***Additional Disclosures Applicable to ILWU Federal Credit Union's Online and Mobile Banking Services***

### **SYSTEM REQUIREMENTS**

The Credit Union's Online and Mobile Banking service allows convenient access to your account information 24 hours a day. To use ILWU Federal Credit Union's Online Banking, you must have a computer, modem, Internet Service, browser, your Access Code.

### **TRANSACTIONS AVAILABLE**

You may use the Credit Union's Online and Mobile Banking service to perform the following transactions.

With Online Banking you can:

- View account balances and transactions
- Transfer funds between your ILWU Credit Union accounts
- Set up External Transfers to send funds to your account at another financial institution
- Send money securely to almost anyone with Pay a Friend (P2P)
- Make loan payments
- View cleared checks
- Place stop payments
- Pay bills electronically with Online Bill Pay
- Access eStatements
- Send secure messages to the Credit Union

### **LIMITATIONS ON TRANSACTIONS**

The following are limitations to the use of the Credit Union's Online Banking:

- No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.
- The maximum you may withdraw by check is \$3,000 during any 24-hour period.
- The maximum transaction amount is \$3,000 during any 24-hour period.

## ➡ ***Additional Disclosures Applicable to Bill Pay Services***

### **SYSTEM REQUIREMENTS**

To use Bill Pay, you must have a computer, modem, Internet Service, browser, your Access Code and you must be enrolled in the Credit Union's Online and Mobile Banking services with an active Access Code.

### **RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS**

a) Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how: Call at 866.445.9828 or write to us at P.O. Box 7629, Long Beach, CA 90807, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

b) Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

## **TRANSACTIONS AVAILABLE**

You may use your Bill Pay Service to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- Make nonrecurring payments from share draft/checking: This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from share draft/checking: This feature allows you to schedule recurring payments to merchants.
- View History: View History permits you to see payments made over a specified time period.

## **LIMITATIONS ON TRANSACTIONS**

The following are limitations to the use of the Bill Pay service:

### **Individual:**

- The maximum you may withdraw by email, per day to pay an individual is \$2,500.
- The maximum you may withdraw either by ACH or by check per day to pay an individual is \$2,800.

### **Company:**

- The maximum you may withdraw either by ACH or by check to pay a company is \$10,000.

### **Transfers:**

- The maximum you may withdraw by ACH per day to pay an institution is \$2,500.

## **ADDITIONAL LIMITATIONS ON THE USE OF THE BILL PAYMENT SERVICES:**

- Bill payments can only be made from your share draft/checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed;
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days; and
- The bill being paid must be in the member's name.

## **METHODS AND RESTRICTIONS**

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to ten business days to process.

## **MEMBER RESPONSIBILITIES**

You are responsible for:

- any late payment, late fees, interest payments, and service fees charged by merchant(s);
- any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- data input of payee information (payment amount(s), name, address and any other pertinent information);
- written notification to the Credit Union in the event you wish to cancel this service; and
- you must allow sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date.

## **➡ *Additional Disclosures Applicable to Mobile Banking Services***

### **SERVICES**

The Mobile Banking service allows you to access your account information through your smart phone. You may access the Mobile Banking service using ILWU Federal Credit Union's Mobile Banking application, also known as ILWU Credit Union Mobile, which can be downloaded at no cost through the Google® or Apple® application store. The Mobile Banking service also allows you to request and receive account information and notification via text message.

## **SYSTEM REQUIREMENTS**

To use the Mobile Banking services, you must have a smart phone with a service plan that includes data, text messaging and Internet access with Secure Socket Layer (SSL) capability.

Third party fees may apply for data, text messaging and Internet access. Contact your mobile device carrier for additional information.

- To access the Mobile Banking service using the application option, download ILWU Federal Credit Union's Mobile Banking application, also known as ILWU Credit Union Mobile App, which can be downloaded at no cost through the Google® or Apple® App store. The Operating System version on your mobile device must be compatible with the latest version of the application, as determined by your device's application store.
- Upon accessing ILWU Credit Union Mobile App, you will be asked to select a unique Access Code (numbers and letters) you will use to access the Mobile Banking services.

## **TRANSACTIONS AVAILABLE**

You may use the Mobile Banking service to perform the following transactions:

- Transfer funds between accounts
- View account balances and transactions
- Make loan payments
- Set up External Transfers to send funds to your account at another financial institution
- Send money securely to almost anyone with Pay a Friend (Person to Person/P2P)
- Make check deposits with Mobile Remote Deposit Capture
- View cleared checks
- Pay bills electronically with Online Bill Pay
- Access eStatements
- Perform Stop Payments
- Receive account alerts & more

## **LIMITATIONS ON TRANSACTIONS**

The following are limitations to the use of the Mobile Banking service:

- No more than six preauthorized, automatic, online, or telephone transfers may be made from your Share/Savings account or money market deposit account to another account at the Credit Union or to a third party in any calendar month, and no more than three of these six transfers may be made by check, draft, debit card, or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer request, and the Credit Union may reclassify or close your account.

## **➔ *Additional Disclosures Applicable to ILWU Federal Credit Union's Pay A Friend (P2P) Service and External Transfers***

### **SYSTEM REQUIREMENTS**

To use the Pay A Friend (P2P) Service and complete External Transfers, you must have a computer or smart phone with a service plan that includes data, text messaging and Internet access with Secure Socket Layer (SSL) capability.

Third party fees may apply for data, text messaging and Internet access. Contact your mobile device carrier for additional information.

### **DESCRIPTION OF SERVICES**

#### **P2P TRANSFERS:**

Credit Union accountholders may send one-time transfers to Credit Union members or a depositor of another financial institution. Notice is given to the recipient by the sender providing the recipient's email address or mobile phone number.

#### **EXTERNAL TRANSFERS:**

Credit Union accountholders may set up an external transfer to another financial institution for an inbound and outbound capability.

### **TRANSFERS AND LIMITS**

#### **P2P SERVICE**

- You may make one-time transfers by entering the recipient's email address or mobile phone number.
- A recipient can accept the transfer request by entering their debit card number or account number and routing number.
- A recipient must accept the transfer within 10 days, or the transfer will be cancelled and reversed.

- You may cancel the transfer up to (until) the time the recipient accepts the payment.
  - You may transfer up to \$500 per day.\*
- \*The \$500 transfer limit is subject to change based on your banking relationship established with us.

**EXTERNAL TRANSFERS**

- You may set up an external transfer by authenticating the financial institution’s name and credentials for online access. *Note: (ONLY If the financial institution participates in the Plaid Network. If not, then you will be prompted to add the external transfer going through the Micro Deposit verification process.)*
- You may set up an external transfer by inputting the routing number, account number and account type for the recipient financial institution.
- You must be either a primary accountholder or a joint accountholder on the external account to set up the external transfer(s).  
Two micro deposits will be generated and sent to your external account. Micro deposits are random deposits in amounts less than \$1. It can take up to three business days for these deposits to appear in your external account.  
The two micro deposits sent to your external account will need to be verified through either the Credit Union’s Online or Mobile banking services.  
You will not be able to make transfers to/from this external account until the trial micro deposits have been verified.
- You may cancel or change the amount of the external transfer up to (until) the processing time.
- See Transaction Limitations noted below.

**TRANSACTION LIMITATIONS:**

- Per Transaction: \$500\* limit outgoing to an external institution.
  - Per Day: \$500\* limit outgoing to an external institution.
  - Per Day: \$1,000\*\* limit incoming from an external institution.
- \* The \$500 outgoing transfer limit to an external institution is subject to change based on your banking relationship established with us.**
- \*\* The \$1,000 transfer limit is subject to change based on your banking relationship established with us.**

**LIMITATIONS**

- We may establish the total dollar amount of P2P and External Transfers that can be attempted or completed in one day.
- We may discontinue these services at our discretion without prior notice to you.

