

Meriwest Online Banking Agreement

This Online Banking Agreement (“Agreement”) governs your use of the Meriwest Online Banking Service (“Meriwest Online”). Use of Meriwest Online is expressly conditioned on your acceptance of this Agreement. By using Meriwest Online, you acknowledge that you have read and agree to abide by the terms and conditions of this Agreement. Throughout this Agreement, the words “Credit Union,” “we,” “us” and “our” mean Meriwest Credit Union. “You” or “your” means, as applicable, each owner of an eligible account. “Account” and “accounts” mean the eligible share draft (checking), share (savings) or other deposit account(s), loan account(s) and other account(s) that are tied to your Credit Union Member Account Number and that are linked to Meriwest Online to conduct banking transactions.

In addition to this Agreement, in connection with your use of Meriwest Online, you may be subject to, and/or required to agree to, various guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post on the Meriwest Online site or otherwise provide or make available to you from time to time. Furthermore, if you use certain features, products or services available on or through Meriwest Online, you will be subject to, and/or required to agree to, separate user agreements, member agreements or similar agreements governing or relating to such features, products or services. All such guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively, “Additional Agreements”), are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any checking, savings or other deposit accounts, loan, line of credit, and any other accounts that you may view, modify or otherwise access while using Meriwest Online; fee schedules; our electronic funds transfer agreement and disclosures; our online bill payment authorization and agreement; our remote deposit capture user agreement; and your signature card. Most of the Additional Agreements are available on our website at www.meriwest.com. To view them, scroll to the bottom of the page and click on “Legal.”

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement solely as they apply to Meriwest Online, this Agreement controls; provided, that the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by us in an Additional Agreement.

Meriwest Online Banking Services (Meriwest Online)

Subject to the terms and conditions of this Agreement, you may use Meriwest Online to:

1. Transfer funds between your accounts. You may transfer available funds from an account owned by you to another account you own at Meriwest Credit Union. These transfers are commonly called “Internal Transfers.” Transfers to and from your Meriwest accounts are usually effective immediately if the account from which funds are being transferred has sufficient available funds and security controls are met;
2. Make transfers between an account you own at the Credit Union and an account owned by you at another financial institution. These transfers are commonly called “External Transfers.” You may transfer funds between (to or from) your account with us and any other account owned by you at another U.S. financial institution that supports and permits such transfers. Such transfers settle within three business days;
3. Request Domestic and International Wire Transfers. All wire transfers are subject to the terms and conditions of the *Meriwest Funds Transfer Agreement*;
4. Make bill payments through our Online Bill Payment (Bill Payer) Service;
5. Obtain account balance and specific account information for various Credit Union accounts you

may have (including, without limitation, checking, savings or other deposit accounts and loan accounts);

6. Review transaction information on your Credit Union accounts;
7. Download certain account transactions to your personal computer;
8. View online statements, images of paid checks and tax forms;
9. Perform self-service account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of monthly checking or savings statements, stopping payment on checks, updating your address, email address, mobile and home phone numbers, security settings, and changing your Login ID and Password;
10. Send us secure online messages and any questions regarding your transactions.

To make external transfers, you must follow the procedures in Meriwest Online to verify your ownership of the account(s) that you set up. **You agree that you will not attempt to add accounts to Meriwest Online that you do not own.**

At our discretion, we may establish member eligibility requirements and limits for funds transfers. We may change such eligibility requirements and transfer limits without prior notice to you. If a transfer exceeds current limits, it will not be processed. See the “Transaction Limitations” section of this Agreement. If there are insufficient available funds in an account you designate to make a transfer, or if making a transfer would cause your line of credit account to exceed your credit limit, we will refuse the transfer. Each transfer made from a line of credit account will be treated as a loan advance.

You may link accounts by sending us a message from your Secure Mailbox in Meriwest Online or calling 877-MERIWEST (877-637-4937) Monday through Friday from 7:30 a.m. to 6:00 p.m. Pacific Time and Saturday from 9:00 a.m. to 1:00 p.m. Pacific Time. The Credit Union reserves the right to deny access to a deposit account or loan account and to deny transactions under certain circumstances. You must be a member in “good standing” as defined in our *Account Disclosure and Deposit Agreement* and be registered in Meriwest Online.

When you use Meriwest Online, you authorize us to charge your designated account(s) for any transactions accomplished through the use of Meriwest Online, including the amount of any recurring payment that you make. You authorize us to transfer funds electronically between your designated account(s) according to your instructions initiated through Meriwest Online.

We may occasionally introduce new features to, or remove features from, Meriwest Online. When this happens, we will update our website accordingly. You agree that you are:

1. Solely responsible for acquiring and maintaining a computer or any other approved electronic device, such as a mobile device, and equipment that can support and access the Meriwest Online Service; and
2. Responsible for all costs associated with accessing Meriwest Online and your eligible accounts.

Account Ownership/Accurate Information

You represent that you are the legal owner of the accounts and other financial information that may be accessed via your use of Meriwest Online. You represent and warrant that all information you provide to us in connection with your use of Meriwest Online is accurate, current, and complete. You agree to not

misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Business Day Disclosure

Meriwest Online, Mobile-Meriwest, and the Bill Payer Service (Bill Payer) are generally available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software.

If you have questions regarding Meriwest Online, send us a message from your Secure Mailbox or call 877-MERIWEST (877-637-4937) Monday through Friday from 7:30 a.m. to 6:00 p.m. Pacific Time and Saturday from 9:00 a.m. to 1:00 p.m. Pacific Time.

Visit our website at www.meriwest.com/locations for financial center locations and financial center hours.

Additional Disclosures for Use of Online Bill Payment Services (Bill Payer)

In addition to Meriwest Online, Credit Union members with eligible checking accounts may also use the optional Bill Payer Service. The Bill Payer Service can be accessed by logging into Meriwest Online and agreeing to the Bill Pay Terms and Conditions. A copy of this document can be viewed, downloaded and printed by clicking the “Bill Pay” tab on the Meriwest Online site and selecting “View the Terms & Conditions” at the bottom of the page.

Bill payments can only be made from your Credit Union checking account and payments cannot be made to payees outside of the United States or its territories. 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 and/or by our bill payment service provider. Refer to the Bill Pay Terms and Conditions for complete details.

User Authentication and Security Procedures

We reserve the right to deny access to Meriwest Online or reject a transaction on an Account without notice to you if we believe that there is risk of unauthorized, illegal, or fraudulent activity. You agree that we may, in our sole discretion, require verification of user identity, in a manner satisfactory to us, at any time before allowing access or login to Meriwest Online or before authorizing an online transaction from an account. Such verification may be in any form we determine appropriate and may include, without limitation: 1) verification of Login ID and/or password; 2) verification of personal information contained in Credit Union records; 3) correct response to previously submitted personal questions, sometimes referred to as “security” or “challenge” questions; 4) correct response to questions devised from public records and consumer reporting agencies on subjects that only the user would likely know, sometimes called “out of wallet” or “knowledge based authentication” questions; 5) verification of online activity by simultaneous contact through a non-online channel, sometimes called “verify by phone” or “out of band” authentication; or 6) any verification procedure that we may determine appropriate.

In the event you do not successfully provide the information requested, we may, in our sole discretion: 1) refuse a transaction; 2) require you to contact us by phone or in person at a branch for further validation of identity; 3) cancel the Meriwest Online Service; and/or 4) take any security precautions we deem appropriate to prevent unauthorized use of the Meriwest Online Service or account.

Fees

Except as otherwise provided in this Agreement or an applicable Additional Agreement, there is no monthly service charge for accessing your linked accounts with Meriwest Online. A stop payment placed

on a preauthorized electronic payment is subject to a fee as disclosed in our *Fee Schedule* for each stop payment order you give. Any fees charged will be deducted from your checking or savings account.

Hardware and Software Requirements

Use of Meriwest Online requires a computer or approved mobile device and Internet access connected through an Internet or mobile service provider and with a web browser. Meriwest Online Banking supports the two most recent versions of Internet Explorer, Google Chrome, Mozilla Firefox, and Safari.

To provide the highest degree of confidentiality and to protect the security of your financial information, you must have an Internet browser that supports at least 128-bit encryption and secure sockets layer version 3.0 or higher. Use of Meriwest Online with lower than 128-bit encryption is strictly prohibited. To the extent you are able to access Meriwest Online using lower than 128-bit encryption, we specifically disclaim any and all responsibility for losses resulting from your use of such lower encryption. We may change these requirements from time to time.

You will also need Adobe Acrobat to review documents, such as statements, in PDF format. If you are unable to view or having trouble viewing PDF files, ensure you have the latest version of Acrobat Reader or **download the latest Acrobat Reader for free** from Adobe's Website. To print statements you must have a printer connected to your computer.

You are responsible for the installation, maintenance, and operation of your computer or approved mobile device and Internet browser. The Credit Union is not responsible for any computer virus or related problems that may be associated with the use of an online system.

Your Right to Receive Documentation of Transactions with Periodic Statement

You will receive a monthly periodic statement for each month in which an electronic fund transfer is made, and at least a quarterly statement if no transfers are made. We will mail you periodic statements unless you have chosen to receive eStatements. Your periodic statement will reflect the date that you initiated the electronic transaction, the type of transaction, the account(s) accessed by the transaction, and the amount of the transaction. If there are no transactions in 3 consecutive months, you will receive a quarterly statement. You agree to immediately review each periodic statement made available to you to ensure that each and every transaction has been authorized by you. You agree to report all unauthorized transactions and errors to us immediately. Your failure to promptly report any allegedly unauthorized transaction(s) may result in future allegedly unauthorized transactions to be considered authorized.

Meriwest Online Transactions

You may print a record of any individual transaction conducted through Meriwest Online at any time after the transaction is completed. You may also subsequently contact us to request a paper receipt for any such transaction provided it is no more than three (3) months from the date of the transaction. A fee may be charged for such a paper copy as set forth in the *Fee Schedule*.

Password Security

You understand that you cannot use Meriwest Online without a Login ID and Password and/or such other security and authentication methods as we may require from time to time. **YOU AGREE THAT USE OF THE PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.** Your Password acts as your signature. We may also require additional security procedures to initiate online transactions. These additional security procedures may require special hardware, software or third-party services. We may also, at our option, offer you additional, optional security procedures, such as random number generators, to enhance the security of your accounts.

After you register for Meriwest Online, you will be required to select your own Password. To help safeguard your security, you should change your Password frequently. Your Password can be changed within Meriwest Online. Your Password should be comprised of at least 6 alpha/numeric characters and at least one special character to provide additional security. We also recommend that you memorize your Password and do not write it down near your computer or disclose it to anyone. If you forget your Password, use the Forgot Password process in Meriwest Online or call us at 877-MERIWEST (877-637-4937) during regular business hours to regain access. You should never include your Password in any oral, written, faxed, or email communication with us or anyone else.

NEITHER MERIWEST NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR LOGIN ID, OR YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, CONTACT US IMMEDIATELY.

You are responsible for the safekeeping of your Password and for all transactions initiated through Meriwest Online. You will notify us immediately by phone if your Password is disclosed to anyone other than an authorized user of the account. If you disclose your Password to anyone, you understand and agree that you have given them access to your account via Meriwest Online and you are responsible for any such transaction(s) they may perform.

If you voluntarily subscribe to a third-party account aggregation service where your selected Credit Union deposit and loan account(s) as well as your accounts at other financial/investment institutions may be accessed on a website, you may be required to give your Credit Union Login ID and Password to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your account(s) at the Credit Union.

Certificate Authority

The servers hosting Meriwest Online have been certified by a Certificate Authority to assure you that you are actually communicating with Meriwest Online instead of a third party impersonating Meriwest Online. If you are using an older browser, such as anything prior to the two most recent versions of Internet Explorer, you will see that the Certificate Authorities key may have expired; you will need to update your internet browser. Instructions for upgrading your internet browser are located on the Browser SSL Update link, which is located on the Meriwest Online login page. By clicking on the padlock icon within Meriwest Online, you can view the certificate to ensure it is valid.

Cookies

During your use of Meriwest Online, our internet banking service provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie will enable us to process multiple transactions during the single session without you having to provide a Login ID and Password for each individual transaction. Users must accept this cookie to use Meriwest Online. This cookie does not contain any personal information; it simply provides another level of security for our internet banking product. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

Additional Security Guidelines:

- All authorized users should sign-off after every Meriwest Online session. Online sessions will automatically end after twenty (20) minutes of inactivity for protection in case you accidentally leave your computer unattended after you log in.

- The security of public computers (e.g. computers in a library or internet café) cannot be assured; therefore, we recommend that you refrain from accessing Meriwest Online on a public computer.
- Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband internet connection such as DSL or cable modem.
- Periodically update your computer operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of internet browsers for accessing Meriwest Online.

Proprietary Rights

You may not copy, reproduce, distribute, or create derivative works from Meriwest Online or our Web site content. Furthermore, you agree not to reverse engineer or reverse compile any technology relating to Meriwest Online, including, but not limited to, any software or other associated mobile phone applications such as Mobile-Meriwest.

User Conduct

You agree not to use Meriwest Online or content or information delivered through Meriwest Online in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (b) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (c) be false, misleading, or inaccurate; (d) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (e) be defamatory, unlawfully threatening, or unlawfully harassing; (f) be perceived as illegal, offensive, or objectionable; (g) interfere with or disrupt computer networks connected to Meriwest Online; (h) interfere with or disrupt the use of Meriwest Online by any other user; or (j) use Meriwest Online in such a manner as to gain unauthorized entry or access to the computer systems of others.

Online Verification of Identity

As part of our Meriwest Online security procedures, we may take additional steps to verify your identity when you access Meriwest Online. By using Meriwest Online, you authorize us to obtain information about you including information from consumer reporting agencies, for the purpose of verifying your identity within Meriwest Online.

Your Liability for Unauthorized Use and Advisability of Prompt Reporting

You are responsible for all transfers you authorize using the Meriwest Online Services described in this Agreement. If you permit other persons to use your Meriwest Online Login ID and Password, you are responsible for any transactions that person authorizes or conducts on any of your accounts, even if that person exceeds your authority. However, you must tell us AT ONCE if you believe your Meriwest Online Login ID and Password have been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). However, if you believe your Login ID and Password have been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Login ID and Password to access your account without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Login ID and Password and we can prove we could have stopped someone from using your Login ID and Password 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, including those made by Card, PIN or other means, you must tell us at once. If you do NOT tell us within sixty (60) days after the statement was mailed or delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you can document that a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time period.

If you believe that an unauthorized EFT has been made, or might be made, you may contact us by calling us at 877- MERIWEST (877-637-4937) or writing us at:

Meriwest Credit Union
Attention: Operational Support
P.O. Box 530953
San Jose, CA 95153-5353

Written notification must follow your original phone call within ten (10) business days.

Check Orders

You can order checks through Meriwest Online. Prices may vary depending on the style, options, and shipping method you choose. Prices are subject to change without notice. The charge will be debited from your checking account and will appear on your monthly statement.

Transaction Limitations

Federal regulations and certain Additional Agreements impose limits on the number of certain types of withdrawals and transfers you can make each month from a savings and money market deposit account. On all savings and money market accounts, we will allow you to make up to six (6) preauthorized, automatic, telephonic, audio response or online banking transfers to another of your accounts or to the account of any other person or organization during each statement period. Your limit of six (6) preauthorized transfers includes those transactions where you order us to pay a person or organization from your account including Automated Clearing House (ACH) transactions. The date we use to determine the number of transactions is the date a transaction is posted to your account, rather than the date you initiate the transaction. If you exceed these limitations in any calendar month, we can refuse or reverse the transfer, close your account, and charge a fee as stated in the *Fee Schedule*. Transactions that are not covered by these limitations include (1) transfers from your account to pay a loan with us, and (2) transfers to your other accounts with us or withdrawals by check mailed directly to you, if the transfer or withdrawal is conducted in person, by mail, or at an ATM or the withdrawal is made by telephone.

Each transfer through the Meriwest Online service from your savings or money market deposit account is counted as one of the six (6) limited transfers you are permitted each statement period. We recommend that you not use a money market deposit account as your bill payment account because of these limits on transfers. Savings accounts cannot be used for Bill Payer.

Transfers made from credit accounts are treated as cash and/or loan advances and are subject to the terms and conditions of the credit agreement. The Credit Union reserves the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.

Transactions are further limited to the extent, and subject to the terms, noted below:

- Except as provided in this Agreement, all internal banking transaction instructions received by 12:00 a.m. (midnight) Pacific Time will be completed that business day. Any instruction received after 12:00 a.m. (midnight) Pacific Time will be completed the next business day.
- All external banking transaction instructions received prior to our designated daily cut off time for processing will be processed that day. Any external banking transaction instructions received after our designated daily cut off time for processing will be processed the next business day.
- Transaction information for your accounts will be available on Meriwest Online for a maximum of one hundred eighty (180) days.
- If you are transferring funds to or from another financial institution, allow up to three (3) business days from the process date for the transfer to be completed. All transfers are subject to verification. If you request an invalid transfer date, such as a federal holiday, the system will automatically advance the date to the next regular processing day. Review the summary information and verify that it is correct prior to clicking on “Schedule Transfer.” Once a transfer is made to another financial institution, the Credit Union will have no further responsibility or liability for the deposit or withdrawal of such funds.

You may use Meriwest Online, in most cases, to link deposit accounts in which you have an unrestricted right to withdraw funds and credit/loan accounts in which you have an unrestricted right to take advances. However, the Credit Union reserves the right to restrict or deny your access altogether to Meriwest Online.

Change in Terms

We may amend, modify, add to, or delete from this Agreement from time to time. We may change this Agreement by mailing or electronically delivering a notice explaining the change or changes and we will update this Agreement on our website. However, if the change results in: (1) increased or new fees or charges; (2) increased liability for you; (3) fewer types of available Meriwest Online services; or (4) stricter limitations on the frequency or dollar amounts of transfers, then, unless the change must be made immediately for security reasons, at least twenty-one (21) days before the effective date of the change we will either electronically send you a notice or mail a written notice to you to the last address we have for you in our records. You must promptly notify us of any change in your address, email address, and/or mobile phone number, for those notifications provided via mobile messaging, by using the Secured Messaging System in the Message Center in Meriwest Online, calling 877-MERIWEST (877-637-4937), or writing us at Meriwest Credit Union, Attention: Operational Support, P.O. Box 530953, San Jose, CA 95153-5353. By continuing to use Meriwest Online after we send you notice of any change, you agree to the change.

Furthermore, the Credit Union may, from time to time, revise or update the programs, services, and/or related material(s) rendering such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material(s) and limit access to the Credit Union’s more recent versions and updates.

In Case of Errors or Questions About Your Electronic Transfers

Notification of a problem with your account can be sent to the Credit Union using the Message Center section of Meriwest Online, by telephone at 877-MERIWEST (877-637-4937), or by mail using the following address:

Meriwest Credit Union
Attention: Operational Support
P.O. Box 530953
San Jose, CA 95153-5353

If you think your statement or account is wrong or if you need more information about a transfer listed on the statement or account, telephone or write us at the number or address above as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST paper or online statement on which the problem or error appeared.

To report an error you must:

- Tell us your name and account number.
- 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.
- 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 determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes 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 credit your account. For errors involving new accounts, 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. For purposes of this Agreement, a new account is one that has been open less than thirty (30) days.

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. If we provisionally credited your account, we will reverse the provisional credit and notify you of the date we reversed the credit and the amount of the debit. You may ask for copies of the documents that we used in our investigation.

If your account is a joint account owned by you and one or more persons, then all account owners are jointly and severally liable for all Meriwest Online transactions made by any of the account owners, regardless of which owner conducted or benefited from the transaction.

Your Ability to Withdraw Funds

If we placed a hold for uncollected funds on an item you deposited, there could be a delay in your ability to withdraw or transfer such funds using Meriwest Online. For further details, refer to our Funds Availability Policy in the *Account Disclosure and Deposit Agreement*.

Our Liability for Failure to Make or Complete Electronic Fund Transfers

If we do not properly complete a Meriwest Online transaction 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 and damages. However, there are some exceptions. We will not be liable, for instance, if:

- a. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure, malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken;
- b. Through no fault of ours, you do not have enough money available in your account (or sufficient collected funds) or an adequate credit limit on a credit/loan account to complete the transaction(s);
- c. The funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;
- d. The account was closed as of the date of the transaction;
- e. We received incorrect or incomplete information from you;
- f. The Meriwest Online or network system was not working properly and you knew about this breakdown when you started the transaction;
- g. The Meriwest Online Login ID and/or Password you provide is incorrect, incomplete or has been compromised, access to Meriwest Online has been suspended by us due to your misuse or suspected fraudulent activities or has been suspended by us at your request, or your Meriwest Online Login ID and/or Password has been repeatedly entered incorrectly;
- h. Our failure to complete the transaction or the placement of a block on your account is done to protect the security of your account and/or the electronic terminal system;
- i. You make an error in keying your deposit at through the Online Banking system (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result);
- j. The payee mishandles or delays a payment sent by the Bill Payer Service;
- k. You are not a member in good standing as defined in our *Account Disclosure and Deposit Agreement*;
- l. Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity; or
- m. You have not provided our Bill Payer Service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment.

There may be other exceptions not specifically mentioned above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if we cause an incorrect amount of funds to be debited from your account, or caused funds from your account to be transferred to a person or entity which does not comply with your bill payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FORGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.

Verification

All transactions affected by use of Meriwest Online contemplated hereunder that would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of your Login ID and Password or as otherwise authorized under this Agreement.

Disputes

In the event of a dispute regarding Meriwest Online, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Credit Union, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Credit Union relating to the subject matter of this Agreement.

Sharing Information/Privacy

[Click here](#) for an explanation of how we may use, share and safeguard the information that we collect from you in connection with Meriwest Online, and your options regarding our use and sharing of such information.

Recording of Phone Calls and Email

You authorize us and our agents to record or copy any phone call made to or email sent to us concerning Meriwest Online.

Assignment

You may not assign this Agreement to any other party. The Credit Union may assign this Agreement at any time in its sole discretion. The Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver

The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Credit Union. No delay or omission on the part of the Credit Union in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Headings

Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY YOU UNDERSTAND AND AGREE THAT MERIWEST ONLINE IS PROVIDED “AS-IS.” EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF MERIWEST ONLINE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF MERIWEST ONLINE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE CREDIT UNION WEBSITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF MERIWEST ONLINE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH MERIWEST ONLINE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT MERIWEST ONLINE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE MERIWEST ONLINE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON MERIWEST ONLINE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Your Agreement to Indemnify Us

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable account, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- Any fraud, manipulation, or other breach of this Agreement by you;
- Your violation of any law or rights of a third party; or
- The provision of the Meriwest Online Service or use of the Meriwest Online Service by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of Meriwest Online by you or a joint account owner or other authorized person.

Governing Law

You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.

Termination

We reserve the right to terminate this Agreement and your (and any authorized users') access to Meriwest Online, in whole or in part, at any time and for any reason. If any of your checking, savings or other deposit accounts are closed due to insufficient funds or any other reason, such account will no longer appear in your Meriwest Online banking profile.

If you wish to discontinue your use of Meriwest Online (it being understood that your termination of the Bill Payment Service will not terminate your ability to access and use Meriwest Online, but your termination of Meriwest Online will automatically terminate your ability to access and use the Bill Payment Service), call toll-free 877-MERIWEST (877-637-4937) or send cancellation instructions in writing to Meriwest Credit Union, Attn: Online Services, P.O. Box 530953, San Jose, CA 95153-5353. If you wish to reinstate your access to Meriwest Online following any such termination (although we reserve the right not to reinstate Meriwest Online as we determine in our sole discretion), call toll-free 877-MERIWEST (877-637-4937) or send your request in writing to Meriwest Credit Union, Attention: Online Services, P.O. Box 530953, San Jose, CA 95153-5353.

Upon termination of Meriwest Online, we will endeavor to cancel any applicable account transactions you have previously authorized, provided that we make no guarantee that we will be able to do so. You are responsible for deleting all external accounts that have been set up in Meriwest Online. You will be solely responsible for any fees that apply to any such cancellation. Any payment(s) or other transactions that we are not able to cancel or that have already been processed before the requested termination date will be completed.

Notices and Communications

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in your records or when we make such notices available to you through Meriwest Online, if you have agreed to receive notices from us in an electronic format. You are required to keep us informed of your current address. Additionally, you agree to provide and maintain a valid, active email address for notifications sent via email, as well as a valid and current mobile phone number for those notifications provided via mobile messaging. You agree to notify us promptly of any change of address, email address and/or mobile phone number, as applicable. You may notify us in person at any of our offices, via Meriwest Online by selecting the "Account Management" tab, by calling 877-MERIWEST (877-637-4937) during normal business hours, or by sending a written and signed notice to Meriwest Credit Union, Attention: Operational Support, P.O. Box 530953, San Jose, CA 95153-5353.

Collections

You agree that we shall be entitled to recover any money owed to us by you as a result of your use of, or the use of anyone you have provided with access to, any of our electronic services and you agree to repay any amounts which create an overdrawn balance on any of your accounts immediately upon demand. We have a security interest in your present and future shares and have the right to apply such shares to any money you owe. If any legal action is required to enforce any provision of this Agreement or to collect money you owe, you agree to pay all costs of collections, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing our rights under this Agreement.

Severability

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

Joint Accounts

If you utilize Meriwest Online to access your accounts that are jointly owned, transactions performed on any such account by electronic means where your Login ID and Password are utilized will be considered authorized by all account owners.

ADDITIONAL DISCLOSURES APPLICABLE TO MOBILE BANKING TRANSACTIONS

Your enrollment in the Meriwest Mobile Banking Service (“Mobile Banking”) allows you to access Meriwest Online and the Bill Payer Services through your mobile device. All features and services available through Meriwest Online are not available via Mobile Banking. The terms and conditions in this Agreement that apply to Meriwest Online will also apply to Mobile Banking, except to the extent specifically modified by this “Additional Disclosures Applicable to Mobile Banking Transactions” section.

Minimum Mobile Communication Device Requirements

To use Mobile Banking, you must be registered to use the Meriwest Online service and have a valid Login ID and Password. You must also have a mobile device with a service plan that includes text messaging and data and internet access with Secure Socket Layer (SSL) capability. Third party fees may apply for data and internet access and text messaging. Contact your mobile device carrier for additional information.

Types of Available Transactions

You may use Mobile Banking to:

- Obtain account and loan balance information;
- Transfer funds between your savings and checking accounts or other Meriwest Credit Union accounts;*
- Remotely deposit checks to your checking or savings accounts using Mobile Deposit;
- Pay bills, view payees and bill pay history. The payees must be set up during an Online Banking Bill Payment session.
- Freeze (temporarily disable) or unfreeze any ATM and/or debit card associated with your account. If you do not unfreeze your card after thirty (30) days, the card will be marked as lost. You may also mark any ATM or debit card as lost which will permanently cancel/capture the card.

*All accounts must be set up in Meriwest Online Banking prior to using Mobile Banking.

Limitations

Mobile Banking is subject to the following limitations:

1. Mobile Banking cannot be used to initiate funds transfers to other financial institutions.
2. Mobile Banking cannot be used to enroll for Bill Pay or add payees.

You agree that you will not install software onto your mobile device that you are not familiar with or have not read the Terms and Conditions for that software.

You agree to download mobile security software updates when available. You agree that your mobile device will be locked if it is left unattended.

You agree to log off of Mobile Banking at the completion of your online session.

In the event that your mobile device is lost or stolen and you believe you were not logged off or that your login credentials may have been compromised, contact us at 877-MERIWEST (877-637-4937) immediately. We also recommend that you contact your wireless service provider to have your device deactivated.

Fees and Charges

Except as otherwise provided in this Agreement or an applicable Additional Agreement, there is no monthly service charge for your use of Mobile Banking. However, you understand and agree that your communications service provider may impose fees or charges associated with your use of your mobile communication device, and that the Credit Union is not responsible for such fees or charges.

Warranty

YOU UNDERSTAND AND AGREE THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES AS TO MOBILE COMMUNICATION DEVICES OR COMMUNICATIONS SERVICE PROVIDERS THAT MAY BE USED TO ACCESS MOBILE BANKING, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

You also acknowledge that the availability of Mobile Banking and the transmission of information or instructions through Mobile Banking are subject to delay, error, loss, non-delivery, disclosure of information to third parties, or inaccuracy because of factors outside the Credit Union's control, including but not limited to malfunction of your mobile communication device or the communication service provider(s). Given these factors, you understand and agree that we are not liable for any losses or damages arising from your use of Mobile Banking, whether through delay, error, loss, non-delivery, disclosure of information to third parties, manipulation of approved operating systems (i.e. jailbreaking or rooted devices), installation and usage of non-approved mobile applications, or inaccuracy.