



# Online Account Opening Agreement

This Online Account Opening Agreement ("Agreement") is the contract that covers your and our rights and responsibilities concerning the Online Account Opening service offered to you by SELCO Community Credit Union ("SELCO"). In this Agreement, the words "you," and "your" mean those who use the Online Account Opening service. The words "we," "us," and "our" mean SELCO. "Service" refers to the SELCO Online Account Opening service.

When you click to indicate your agreement, each of you jointly and severally agrees to the terms and conditions in this Agreement, and any amendments. Acceptance of this Agreement further indicates acceptance of the terms of any agreements related to deposit accounts you have or establish with us, including Rate and Fee Schedules, Funds Availability Disclosure, Electronic Fund Transfer Disclosure and Agreement, and any change of terms notices. By reference, this Agreement incorporates the SELCO Membership and Account Agreement as if fully set forth herein.

## **A. Electronic Signature**

YOU CONSENT AND AGREE THAT YOUR USE OF A KEY PAD, MOUSE OR OTHER DEVICE TO INDICATE YOUR APPROVAL OR ACCEPTANCE BY SELECTING AN ITEM, BUTTON, OR ICON, OR ANY SIMILAR ACTION, WHILE USING ANY ELECTRONIC SERVICE WE OFFEROR IN ACCESSING OR MAKING ANY TRANSACTIONS REGARDING ANY AGREEMENT, ACKNOWLEDGMENT, CONSENT, TERMS, DISCLOSURES OR CONDITIONS, CONSTITUTES YOUR SIGNATURE, ACCEPTANCE AND AGREEMENT AS IF ACTUALLY SIGNED BY YOU IN WRITING. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or resulting contract between you and SELCO.

## **B. Access to Your Credit File**

I understand that SELCO will access my credit file from third parties and use other data sources to authenticate my identity and to facilitate the processing of this application for membership. I understand that I may be asked questions based on the information in my credit file and other databases as part of this process.

## **C. Agreement for Receiving Electronic Disclosures**

Under regulations set by the National Credit Union Administration and other federal and state regulators, you are entitled to receive certain disclosures, which include (a) account related disclosures covered under the Truth in Savings Act, the Truth in Lending Act, the Fair Credit Reporting Act, the Electronic Funds Transfer Act, and any other current or future Federal and State statutes as they may be enacted or amended; (b) privacy notices; (c) change-in-terms notifications; (d) and other credit union communications. WHEN YOU CLICK TO INDICATE YOUR AGREEMENT UPON ENROLLING, YOU AGREE TO RECEIVE ANY CREDIT UNION DISCLOSURES AND/OR COMMUNICATION ELECTRONICALLY. You will be notified of and directed to any messages containing personal or confidential account information via email to the address you provide. You may request a paper copy of any document sent to you electronically at any time by contacting SELCO. Fees may be assessed for paper copies of transactions in accordance with our Rate and Fee Schedule.

## **D. Email Address**

In order to receive SELCO disclosures and communications electronically, instead of paper disclosures and communications sent via US mail to your address of record, you agree to establish and maintain an accurate email address with SELCO. You further agree not to hold SELCO liable for sending these disclosures and communications to such address. Any fees assessed by your mobile phone carrier are your sole responsibility.

If you change your email address, it is your responsibility to notify us of your new address as soon as possible. Your email address can be updated in SELCO Digital Banking or by visiting a branch near you.

## **E. Equipment Requirements**

You will need a computer or mobile device and an internet connection to access your accounts. You are responsible for the installation, maintenance and operation of your computer, mobile device, and software. You must have access to Adobe Acrobat Reader software (available at no charge at [www.adobe.com](http://www.adobe.com)) to access any disclosures and communications, and the ability to retain the electronic disclosures and communications for your records.

## **F. Withdrawing Consent**

You may withdraw your consent to receive disclosures and communications electronically at any time by (1) written notice to SELCO Community Credit Union, Attn: Operations Support; PO Box 7487; Springfield, OR 97475; (2) calling SELCO at 541-686-8000 during regular business hours

or 800-445-4483 during or after regular business hours; or (3) or by sending a secure message within Digital Banking with the details of your request directed to the Service Center.

## **G. Liability for Errors**

You understand the importance of your role in preventing misuse of your account. You agree to promptly examine your statement and tell us at once of any errors on your account. Telephoning is the best way of minimizing your possible losses. If you tell us within two (2) business days of learning of unauthorized activity on your account, you can lose not more than fifty dollars (\$50.00). If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access 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 five hundred dollars (\$500.00), or more.

If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days (60) if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, SELCO may extend the time periods. If you believe that someone has used your access code or has transferred or may transfer money from your account without your permission, call: 1-800-445-4483, or 541-686-8000, or write: SELCO Community Credit Union, PO Box 7487, Springfield, OR 97475-0487.

## **H. Error Resolution**

In case of errors or questions about your transfers, call or write us at the phone numbers or address listed above as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem appears.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within 30 days after the first deposit to the account (new accounts), we will tell you the results of our investigation within 20 business days. However, if we need more time, we may take up to 45 calendar days to investigate your complaint or question and 90 calendar days for point-of-sale ("POS") transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States. If we decide to do this, we will provisionally 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 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.

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. At your 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.

Prior to reimbursement, you may also be asked to provide, in a timely manner, additional documentation and completed forms, including, but not limited to, forms that may require notarized signatures.

## **I. Confidentiality**

You agree to protect the confidentiality of your account and account number, and your personal identification number. SELCO will only disclose information to third parties about your account or the transfers you make:

1. As necessary to complete transfers;
2. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
3. If the information relates to improper use of your accounts;
4. To comply with government agencies or court orders;
5. As explained in our Privacy Policy; or
6. If you give us written permission.

**J. Amendments**

We reserve the right to change the terms and conditions upon which our Online Account Opening service and our other online services are offered. We may add, delete or amend any terms, conditions, fees, charges, or other items described or referenced in this Agreement by giving you notice when required by law.

**K. Availability**

This service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.