



WELDCOMMUNITY
CREDIT UNION

HOMELINK

TERMS AND CONDITIONS

ELECTRONIC INTERNET ACCOUNT ACCESS

This Internet Account Access Agreement and Disclosures ("Agreement") applies to your use of Weld Community Credit Union's home banking services ("HomeLink"). HomeLink allows access to your Accounts with the Credit Union ("Us") via the Internet for services selected by you and agreed upon by us.

The following information describes the various types of HomeLink services that are available together with your rights and responsibilities concerning these transactions, including your rights under the Electronic Funds Transfer Act. These rights are detailed in Weld Community Credit Union's Electronic Fund Transfers Agreement and Disclosure. To receive a copy, e-mail your request to admin@weldccu.com, write us at 2555 47th Ave, Greeley, CO 80634 or call (970) 330-9728.

I. Acknowledgement

This Agreement applies to all persons that are parties to the Accounts. This Agreement contains the terms and conditions governing home banking services including disclosures required by federal law. By subscribing to HomeLink, you acknowledge that you have received and read this Agreement and agree to its terms and conditions. You also acknowledge that one or more of the persons who are permitted to access your Accounts have also accepted this Agreement.

If you do not agree with the terms and conditions, you may not use HomeLink. By using HomeLink, you consent to the electronic transmission of personal financial information. Your consent will be deemed effective for as long as you use the credit union's home banking services.

II. Password and Security

Once HomeLink access to your accounts is approved, you will be required to use a password along with your user identification when you sign on to HomeLink. Using your password has the same effect as your signature authorizing transactions. You agree to safely keep the password, not to record the password or otherwise disclose or make the password available to anyone other than authorized users of your Accounts. Anyone to whom you disclose your password and anyone who has access to your password will have full access to your Accounts and account information. If anyone uses your password with your permission, you will be responsible for any transactions performed by that person. You may be asked to change your user identification or password from time to time for security reasons.

III. Requirements

In order to use HomeLink services, you will need a computer with access to the internet and a web browser such as Google or an equivalent. You are responsible for the set-up and maintenance of your home computer.

Except as specifically required in this Agreement or by applicable law, you agree that neither the credit union nor any of our services providers, are responsible for damages, direct, indirect, special or consequential or otherwise including economic, property, personal or other loss or injury whether caused by hardware or software or system wide failure, or resulting from the installation, use or maintenance of the equipment, software or other items necessary to operate HomeLink services.

IV. Access and Functions

Once HomeLink access to your accounts is approved, you may use your computer or other Internet-access device to sign in to HomeLink 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods.

At the present time, you may use HomeLink to:

- View select account information
- View transaction history
- Transfer funds among your eligible accounts and to other eligible member accounts you designate including automatic loan payment transfers and payment of your WCCU VISA credit card if applicable
- Set e-Alert parameters to notify you when specific, customizable events occur to your account by e-mail or text message

V. Limitations.

There is no limit to the number of inquiries you may make in any one (1) day. There are restrictions, however, for transfers and withdrawals. Please read the following carefully:

For all Savings, Money Market, Vacation Club and Holiday Club accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

HomeLink service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction. There may also be limits on the duration of each access. All checks issued through HomeLink will be payable to the primary member on the account and mailed to the address of record. We may set other limits on the amount of any transactions, and you will be notified of those limits.

VI. Fees

You authorize us to charge you service fees identified in our current fee schedule, and it may be amended by us from time to time. We will notify you as required by applicable law. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone and/or your Internet service provider.

Foreign Transactions. When making purchases outside of the U.S. with a WCCU VISA® debit card, purchases and cash withdrawals made in foreign currencies will be paid from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee assessed by VISA® in the amount of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A VISA® fee of 0.80% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

VII. Electronic Funds Transfers

Electronic Funds Transfers ("EFTs") are deposits to, withdrawals from, or transfers between your Accounts, or between you and other member accounts that are not originated by check, draft or similar paper instrument. If your accounts involve such transfers, you have certain rights, under law, which are described below.

Preauthorized EFTs include direct deposits and preauthorized debits. Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments such as Social Security and PERA, to your savings or checking account. Upon instruction, we will pay certain preauthorized transactions from your savings and checking accounts. Certain transfer restrictions apply.

See V. Limitations.

Varying Amounts. If regular EFT payments vary in amount, the person or business you are going to pay is required to 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.

Joint Owners. If any of your Accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all electronic funds transfer transactions to or from any savings, checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

Check Conversions. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfers may be processed electronically or if you sign a written authorization.

VIII. Stop Payment Rights

If you arrange in advance to make EFTs out of your accounts for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request for preauthorized EFTs will apply to all subsequent transfers, unless you withdraw the request.

If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we are liable for your losses or damages.

IX. Member Liability

You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your WCCU VISA® debit card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your debit card and/or access code has been lost or stolen, if you believe someone has used them without your permission, or if you believe that an electronic funds 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 and, if applicable, your maximum overdraft line-of-credit.

If a transaction was made with your WCCU VISA® debit card or card number without permission and was either a VISA® or Interlink® transaction, you will have no liability for the transaction, unless you were grossly negligent in handling your account. For all other unauthorized use involving the loss or theft of your debit card or access device or if you were grossly negligent in handling your account, your maximum liability for unauthorized use may be up to \$50.00.

X. Dispute Resolution

If your periodic statement of account 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 lost after the 60 days 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, we will extend the time periods. This paragraph does not apply to unauthorized use of a VISA® or MasterCard® debit card, an ATM or other access device.

If you believe your debit card or access code has been lost or stolen or that someone has transferred or may transfer money from your Accounts without your permission, call:

(970) 330-9728

or write to:

Weld Community Credit Union

2555 47th Ave

Greeley, CO 80634

Fax: (970) 330-1668

or e-mail the credit union at:

admin@weldccu.com

NOTE: to prevent identify theft, do not list your full account number or card number in any of your communications.

Please provide us your name, a description of the error or the transfer you are unsure about, and an explanation of why you believe it is an error or why you need more information. Indicate the dollar amount of the suspected error. If you tell us orally (or by electronic communication), 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 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 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 credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

XI. WCCU Rights and Responsibilities

Business Days. The credit union is open for full service on Monday through Friday, 9:00 a.m. – 5:30 p.m. Excluded are Saturday, Sunday and federal banking holidays along with other specific days designated by the credit union's Board of Directors.

Processing Date. We can process an electronic funds transfer on the same business day as your instructions, if we receive your instructions before our end of business day. If we receive your instructions after we close, we will process the transaction on our next business day.

Transfer Completion. If we do not complete a transfer to or from your account (or cancel a transfer as properly requested) on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, we reserve the right to refuse any transaction which would draw upon insufficient available and verified funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Nor will the credit union be liable if funds in your account are attached or are affected by other legal restrictions which prevent completion of the transfer request.

Beyond Our Control. The credit union will not be liable if circumstances are beyond our control such as 1) interruption of telephone service or telecommunication facilities, or natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken; 2) if operating systems were not working properly and you knew about the breakdown when you started the transfer; 3) you have not properly followed the instructions for using HomeLink services; or 4) your operating system or software was not properly installed or functioning properly. Neither the credit union nor any software supplier nor information provider are liable for any computer virus or software-related problems which may be attributable to software or the services provided in connection with HomeLink services.

Transfer Error. The Credit Union's sole responsibility for an error in a transfer will be to correct the error, but in no case shall the Credit Union be liable for any indirect, special, incidental or consequential damages. In states which do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, the Credit Union's liability is limited to the extent permitted by applicable law.

XII. Other Provisions

HomeLink services described in this Agreement and any application for consumer credit, deposit services or other services available at our site are solely offered to citizens and residents of the United States of America. HomeLink services outside of the U.S. may not be accessible.

The content, information and offers on the credit union's website are copyrighted and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to Colorado's conflict of law provisions. Your existing account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in such account agreements.

This Agreement represents our complete agreement with you related to our provisions of HomeLink services. No other statement, oral or written, including language contained in our website, is part of this Agreement.

XIII. Warranties of Fitness and Merchantability

NEITHER THE CREDIT UNION, ANY SOFTWARE SUPPLIER NOR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE (OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS), UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

XIV. Termination

HomeLink services remain in effect until terminated by you or us. You may cancel your HomeLink services at any time by notifying us of your intent to cancel via e-mail at admin@weldccu.com, writing us at 2555 47th Ave, Greeley, CO 80634 or calling (970) 330-9728. This cancellation applies only to your HomeLink services and does not terminate your other relationships with us.

We may modify, suspend or terminate access to HomeLink services at any time and for any reason without notice or refund of previously incurred fees.

XV. Changes in Terms and Other Amendments

We may amend this Agreement at any time without notice.