

# ONLINE TERMS & CONDITIONS



*Grow*  
WEST

## GENERAL TERMS & CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THE MOBILE SMART APPLICATION.

BY ACCESSING OR USING THIS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY DAKOTA WEST CREDIT UNION (for purposes of these terms and conditions the term "DAKOTA WEST CREDIT UNION" includes DAKOTA WEST CREDIT UNION'S affiliates, as applicable) FROM TIME-TO-TIME AND POSTED ON THIS SERVICE.

No Warranties. Although DAKOTA WEST CREDIT UNION attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") on the SERVICE, it makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICE AND ITS CONTENTS IS AT THE USER'S SOLE RISK. THE SERVICE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. AS NOTED BELOW, DAKOTA WEST CREDIT UNION ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.

Finally, without limitation as to the foregoing, in regard to Limitation of Liability. IN NO EVENT WILL DAKOTA WEST CREDIT UNION OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE SERVICE OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION,



COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS SERVICE OR ANY SERVICE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS OF THIS SERVICE OR ANY OTHER SERVICE, EVEN IF DAKOTA WEST CREDIT UNION IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Use of SERVICE. Contents are included in this SERVICE solely for the personal use of SERVICE users. You may not copy (other than a copy for personal use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the Contents of this SERVICE without the prior written consent of DAKOTA WEST CREDIT UNION, which may be withheld in its sole discretion.

Copyrights and Other Intellectual Property. Except where otherwise expressly noted or as noted below, all Contents of this SERVICE, including the graphics, icons and overall appearance of the SERVICE, are the sole and exclusive property of DAKOTA WEST CREDIT UNION and/or its subsidiaries or affiliates. The posting of the Contents of this SERVICE neither constitutes a waiver of any of DAKOTA WEST CREDIT UNION'S proprietary rights or any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the SERVICE user or to any third party. Contents of this SERVICE are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any Contents you obtain from the SERVICE.

The display of third party trademarks within this SERVICE does not grant a license of any kind to the reader. Any downloading of material contained in the site, or of any site linked to the site may be a violation of federal trademark and copyright laws. Any downloading of Contents of this SERVICE or any SERVICE linked to this SERVICE may be a violation of federal and other trademark laws and federal copyright laws.

Links to Other SERVICES. DAKOTA WEST CREDIT UNION may establish links between this SERVICE and one or more SERVICES operated by third parties. DAKOTA WEST CREDIT UNION has no control over any such other SERVICES or the contents therein. The existence of any such links shall not constitute an endorsement by DAKOTA WEST CREDIT UNION of such SERVICES, the contents of the SERVICES, or the operators of the SERVICES.





Transmissions to and from this SERVICE. Except where expressly indicated otherwise, transmissions to and from this SERVICE or directed to DAKOTA WEST CREDIT UNION, including E-mails, are not sent in a secure form and can be intercepted by third parties and may not be immediately received by the appropriate business unit at DAKOTA WEST CREDIT UNION. Please do not use E-mail to send us communications which contain confidential information, which we require to be in writing, or which need our immediate attention. Please call 1-800-411-7590 or write us instead at this address: Dakota West Credit Union, PO Box 1496. Watford City, ND 58854 Attention: Mobile Banking Customer/Member Service. Any transmission to this SERVICE, including E-mails shall be deemed and remain the property of DAKOTA WEST CREDIT UNION. DAKOTA WEST CREDIT UNION shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a SERVICE user to DAKOTA WEST CREDIT UNION through this SERVICE.

Modifications. DAKOTA WEST CREDIT UNION may at any time make modifications, changes, and alterations to the Contents of this SERVICE, including these Terms and Conditions, without prior notice. You are responsible for regularly reviewing these terms and conditions. Your continued use of this SERVICE following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations.

Governing law. These Terms and Conditions shall be governed by and construed in accordance with the law of the state of North Dakota, without regard to the conflict of laws thereof, and to the laws of the United States.

Venue. Disputes arising from the use of this SERVICE shall be exclusively subject to the jurisdiction of any federal or state court for the State of North Dakota.

Severability. To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

Waiver. No waiver by DAKOTA WEST CREDIT UNION of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and



# ONLINE TERMS & CONDITIONS

Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

Service Contact. You may contact DAKOTA WEST CREDIT UNION by E-mail link to E-mail or by phone

**EMAIL:** [dwcu@dakotawestcu.org](mailto:dwcu@dakotawestcu.org)

**PHONE:** 1-800-411-7590

## MEMBER SPECIFIC GENERAL TERMS AND CONDITIONS

### General Description of Mobile Banking Service Agreement

#### What This Agreement Covers

This Agreement between you and DAKOTA WEST CREDIT UNION governs the use of Mobile Banking services. These services permit DAKOTA WEST CREDIT UNION members (consumers, sole proprietors and other business members) to perform a number of banking functions on accounts linked to the service through the use of a mobile device or mobile smart telephone. Unless indicated otherwise by the context, "linked DAKOTA WEST CREDIT UNION accounts" or "linked accounts" refers to all of your accounts with DAKOTA WEST CREDIT UNION or its affiliates that you have linked to Mobile Banking solution.

#### Accepting the Agreement

When you use any of the Mobile Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

#### Relation to Other Agreements

Your use of Mobile Banking services may also be affected by the agreements between us for your linked DAKOTA WEST CREDIT UNION accounts. When you link an account to Mobile Banking services, you do not change the agreements you already have with us for that account. Similarly, when you use Mobile Banking services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable





fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Mobile Banking services.

### Mobile Banking Services

#### Mobile Banking for Consumers and Businesses

You may use Mobile Banking to:

- View current balance information for your linked Dakota West accounts.
- Review available transactions for your linked accounts.
- View branch locations.
- View contact telephone numbers and additional contact details.
- View account alerts and notifications.
- View public information such as 'about us' and contact information.
- Perform basic services such as changing your Mobile ID and Mobile passcode, personalizing the mobile smart application and changing the language within the smart application.
- Send us secure mobile mail messages and questions regarding your Mobile Banking service.
- Transfer funds between your linked internal Dakota West accounts on either a one-time or recurring basis, including a payment to a linked installment loan or mortgage.
- Transfer funds from your linked Dakota West personal or sole proprietor accounts to most Dakota West personal or sole proprietor share accounts of other individuals.
- Pay bills and external payees as defined by the capabilities of the mobile bill pay services.

Some of the above services may not be available for certain accounts or members.

### Description of Mobile Banking Services

#### Internal Account Transfers

##### Processing of Transfer Requests

- Transfers can be made in two ways on a one-time basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is

# ONLINE TERMS & CONDITIONS



*Grow*  
WEST

transferred at regular intervals. For example, a \$100 transfer from a checking to a savings account which occurs every 2 weeks.

- One-time immediate transfers can be made from a linked Dakota West checking, savings, money market, line of credit, or credit card account to most linked Dakota West accounts.
- Scheduled and recurring transfers can be made from a linked Dakota West checking, savings, money market, or credit card account to a linked checking or savings account.
- Transfers can be made from a linked Dakota West personal or sole proprietor checking, savings, money market or line of credit account to most personal or sole proprietor checking, savings, or money market accounts of other Dakota West members.
- Transfers from a deposit account (excluding investment accounts) are immediately reflected in the account's available balance. Transfers from a credit card or a line of credit account are immediately reflected in the account's available credit amount.

## Scheduled and Recurring Transfers

- Transfers scheduled for a weekend or a non-bank business day will be processed on the prior bank business day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.

## Transfers to Credit Accounts

- Funds transferred as a payment to a credit card, line of credit, installment loan or mortgage account before 11:59 p.m. CST will be credited with the date the payment is submitted. Transfer payments submitted after 11:59 p.m. CST will be credited with the next day's date. Updates to account balances, funds availability, and transaction posting may take up to 2 bank business days.

## Transfers to Deposit Accounts

- For members having share (deposit) accounts, funds transferred to that account (excluding transfers from a credit card) prior to 11:59 p.m. CST on a business day will appear with the same day's date in the deposit account transaction history.
-





- Transfers to a Dakota West checking account made after 11:59 p.m. CST as described above on a business day will be included in the balance we use to pay transactions the following business day. This process may be impacted when fees apply to your account.
- All transfers submitted to a deposit account (such as checking, savings, money market) are immediately reflected in the account's available balance.

#### Limitations and Dollar Amounts for Transfers and Payments

Transfers and Payments made using MOBILE Banking are subject to the following limitations:

- Bill payments can be for any amount up to \$10,000.00.
- One-time immediate transfers between linked Dakota West accounts can be for any amount up to \$10,000.00.
- Transfers submitted to the accounts of other Dakota West members may not total more than \$10,000 during any 24-hour period. In addition, we may limit the total amount of money that any Dakota West member can receive through these transfers.
- Scheduled transfers between linked Dakota West accounts can be for any amount up to \$10,000.00
- All transfer limits are subject to temporary reductions to protect the security of customer/member accounts and/or the transfer system.
- At Dakota West discretion, we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate transfer arrangements.

#### Transfer/Payment Authorization and Sufficient Available Funds

- You authorize Dakota West Credit Union to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments.
- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.
- The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case,

# ONLINE TERMS & CONDITIONS



*Grow*  
WEST

we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details. If you schedule a payment from an account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution.

- At our option, we may make a further attempt to issue the payment or process the transfer request.
- Dakota West Credit Union is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

## Canceling Transfers and Payments

### Bill Payments

- In order to cancel a payment (including a payment you scheduled from an account maintained at another financial institution), you must sign into Dakota West Banking and follow the directions provided on the Bill Pay screens.
- Future-dated payments can be cancelled prior to 5 p.m. ET on the third business day prior to the scheduled date.

### Transfers

- You cannot cancel a 1-time immediate transfer after it has been submitted in mobile Banking and the information has been transmitted to us.
- Future-dated and recurring transfers can be canceled prior to midnight CST on the business day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a future-dated transfer, the status changes to Canceled. Canceled transfers remain under Review Transfers.

### Alternative Method

Note: The easiest and most convenient way to cancel a payment or transfer is through the method described



# ONLINE TERMS & CONDITIONS



*Grow*  
WEST

above. However, you may request to cancel a scheduled or recurring payment or a future-dated transfer by calling us at: **1-800-411-7590** during regular business hours.

We must receive your request three (3) bank business days or more before the payment or transfer is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you call or write to cancel a payment or transfer that is pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account.

## OTHER TERMS AND CONDITIONS

### Monthly Service Charge

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your linked accounts with the mobile Banking service.

### Other Charges

In addition to the fees already described in this Agreement, you should note that depending on how you access mobile banking you might incur charges for:

- Normal account fees and service charges.
- Any Internet service provider fees.
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through mobile Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
- Additionally, fees may be assessed for added self-service features available through mobile Banking member service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Membership and Account Agreement.
- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date

# ONLINE TERMS & CONDITIONS



*Grow*  
WEST

scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.

- We may charge you a research fee of \$75.00 per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

## Service Hours

Mobile Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed on-line when you sign on to mobile Banking.

## Business Days

For Mobile Banking help, our business days are Monday through Friday, excluding bank holidays.

## Participation by Payees

Occasionally a Payee may choose not to participate in Bill Pay, or may require additional information before accepting payments. We will work with these Payees to encourage them to accept an electronic or check payment from the Credit Union. If we are unsuccessful, or if we determine that the Payee cannot process payments in a timely manner, we may decline future payments to this Payee. In the unlikely event that this occurs, we will promptly send you a notice. Any obligations that you wish to pay through mobile Banking with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the service. You should not use the service to make:

- Tax payments
- Court-ordered payments
- Payments to settle securities transactions

## Canceling Your Mobile Banking

If you choose to cancel your Mobile Banking services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the





service. Dakota West will cancel any scheduled payments within two (2) bank business days from the date we receive your request to discontinue the service. If you close your primary share account, or if it's no longer linked to your service, your Online Banking service will end, and any unprocessed payments will be canceled. If you cancel your Online Banking services, Transfers outside Dakota West will also be canceled.

#### Joint Accounts

When your mobile Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same Online ID will be identified as one service.

#### Changes to Agreement

We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. If you initiate any transfer of funds or bill payment through your mobile Banking after the effective date of a change, you indicate your agreement to the change.

#### Cancellation

Your mobile banking remains in effect until they are terminated by you or Dakota West Credit Union. You may cancel your service at any time by notifying us of your intent to cancel in writing, through mobile Banking secure mail, or by calling mobile Banking Member service at 1-800-411-7590. This cancellation applies to your mobile Banking services, and does not terminate your Dakota West Credit Union deposit or credit accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in mobile Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

#### Use of External Email Address

With mobile Banking services we may send messages to your external email address and notify you that responses to your payment inquiries or customer/member service inquiries are available, or as otherwise



described within the mobile Banking services. If you subscribe to e-Bills service, we may also use external email to notify you that you have new bills. We cannot act on instructions sent by you from an external email address. You should use mobile Banking secure mail to send instructions to Dakota West Credit Union. If, for any reason your external email address changes or becomes disabled, please contact Dakota West Credit Union immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address through the Member Service tab within your mobile Banking service.

#### Transfers from Money Market Deposit Accounts

Federal regulations and the deposit agreement 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. You can make no more than a total of six (6) automatic or preauthorized transfers, telephone transfers, or mobile Banking transfers or payments from a savings or money market deposit account each monthly statement cycle (each month for savings accounts with a quarterly statement cycle). If checks or debit cards are allowed on the account, no more than three of the six (6) transfers may be made by debit card purchase, check or similar order. If you exceed these limits on more than an occasional basis, we may convert your account to another type of account and your account may no longer earn interest.

Each transfer or payment through the mobile Banking services from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each statement period. We recommend that you not use a savings or money market deposit account as your bill payment account because of these limits on transfers. Please review the deposit agreement for your account for more information.

#### Contact by Dakota West Credit Union or Affiliated Parties

No Dakota West Credit Union or Payee employee, nor any company affiliated with Dakota West mobile will contact you via email or phone requesting your mobile ID or mobile passcode. If you are contacted by anyone requesting this information, please contact us immediately.

#### Reporting Unauthorized Transactions

Call us at **1-800-411-7590** during regular business hours.



# ONLINE TERMS & CONDITIONS



*Grow*  
WEST

## Disclosure of Account Information

We may disclose information to third parties about you or your transactions in the following instances:

- When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation
- If you give us your permission
- With our affiliates as permitted under Federal and applicable state laws
- On a closed account, if we reasonably believe you have mishandled it

## Account Statements

We report your mobile Banking transactions on the monthly statements for your linked accounts. A description of each transaction, including the date and amount of the transaction will appear on your statement.

## Limitation of Liability for Mobile Banking Transactions

Tell us at once if you believe your mobile Banking passcode has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your mobile Banking services could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection plan.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you (or 90 days if the transaction was from an account maintained at another financial institution). If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90-day period if the transaction was from an account maintained at another financial institution), if we can show that we could have stopped the transaction if you had notified us in time.

# ONLINE TERMS & CONDITIONS



*Grow*  
WEST

When you give someone your mobile Banking ID and passcode, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every mobile Banking session.

**This Credit Union is federally-insured by the National Credit Union Administration.**