



## **WESTERRA BUSINESS ONLINE DISCLOSURES**

This Agreement and Disclosure provides information about Westerra Credit Union Online Business Banking Service ("Westerra Business Online"). For the purpose of this document, the words "you," and "yours" shall refer to each member who is eligible and signs up for Westerra Business Online and the words "we," "us," "our," "Westerra" and "Credit Union" shall refer to Westerra Credit Union. The word "Account" means any one or more business accounts you have with the Credit Union. Please read this disclosure carefully because it represents our mutual agreement with respect to transactions on Westerra Business Online. You should print out and keep this disclosure statement for future reference.

### **Eligibility:**

You understand that in order to use Westerra Business Online, you must have an Account with Westerra and a self-chosen Secret Personal Identification Number ("PIN").

### **Westerra Credit Union Business Online ID and Secret Personal Identification Number (PIN):**

Westerra uses your unique member ID ("Westerra Business Online ID") which will serve as your identification when using our Internet account access services. In addition to your Westerra Business Online ID, we require the use of a PIN which you may change at your convenience. These two unique pieces of information provide online protection and enable you to view your account information quickly, easily and safely. NOTE: Westerra Credit Union will never ask you for your PIN. Please keep your Westerra Business Online ID and PIN in a secure place. If you feel either may have been lost or compromised, please notify Westerra Credit Union immediately at 303-321-4209 or 1-800-858-7212.

### **General Information About Westerra Business Online:**

Westerra Business Online is an Internet account access service. You may access your Account by computer, using your Westerra Business Online ID, PIN and Internet connection, at virtually any time, day or night, 7 days a week to (1) check account balances, (2) transfer money (3) check the history of your Account, (4) pay most bills with Westerra Business Online Bill Payment Service and (5) obtain Westerra product and service information. However, Westerra Business Online may occasionally be unavailable due to record updating or technical difficulties.

Westerra may discontinue or restrict Westerra Business Online transactions without notice. You may terminate this agreement at any time by giving the Credit Union written notice. Entering your PIN when you sign in to Westerra Business Online means you have read, understood and agreed with the disclosure connected with this service. You agree to be bound by future changes in terms that will be provided electronically. Additionally, you agree to be bound by future changes in terms relating to fees and liability, notice of which shall be given in writing by mail at least twenty-one (21) days prior to implementation. You agree to review the disclosures that are provided each time you access Westerra Business Online. Unless otherwise noted, all days are business days and exclude holidays.

### **Equipment and Technical Requirements:**

You understand that you must have Internet Access through an Internet Service Provider and Internet Browser Software to use Westerra Business Online. For your protection, Westerra's Internet server requires you to use a form-capable browser such as FireFox or Microsoft Internet Explorer. When your browser communicates with our server, the application information form is encrypted for security while traveling over the Internet. You understand that Westerra does not make any warranties on equipment, hardware, software or Internet Service Provider service, or any part therein, expressed or implied, including, without limitation, warranties of merchantability or fitness for a particular

purpose.

**Liability Disclosure:**

By accessing Westerra Business Online, you agree that it is your responsibility to safeguard your PIN in order to prevent unauthorized transactions and/or Account access. You assume all responsibility for any losses that occur on your account due to negligence such as failing to protect your PIN from unauthorized use. You also agree that Westerra may revoke Internet account access if unauthorized account access and/or transactions occur (1) as the apparent result of your negligence in safeguarding your PIN, (2) for any violation of the terms of use described herein, (3) for use of the system for illegal activities or (4) for any other use of the system that, in Westerra's opinion presents an unreasonable risk of damage or loss to Westerra, its members or third parties.

You agree to notify Westerra AT ONCE if you believe that your PIN has been lost or stolen or that your account has been accessed without your authorization. Advise Westerra AT ONCE if your Account statement evidences any electronic fund transfer that you did not make or authorize. Utilize the following information to contact Westerra:

Westerra Credit Union  
3700 E. Alameda Ave.  
Denver, CO 80209  
Business Days: Monday through Friday, excluding federal holidays  
Telephone Service Center: 303-321-4209 or 1-800-858-7212

The best way to minimize your possible loss is to immediately contact Westerra by telephone, although you may advise Westerra in person or in writing.

**Error Resolution Notice:**

Immediately call or write us at the telephone number or address listed above if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. If you inform us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

In Informing us of an error regarding your electronic transfers:

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

We will conduct an investigation and tell you the results within three (3) business days after completing it and promptly correct any error. If we decide that there was no error, we will send you a written explanation.

You have the duty to examine all statements issued to you and promptly report errors or unauthorized actions with respect to your Account to Westerra within 33 days. You bear responsibility for losses on your Account unless Westerra has contributed to the loss or failed to use ordinary care. Failure to report losses on your Account within 33 days of notice to you relieves Westerra of liability without regard to whether it used ordinary care.

Westerra reserves the right to extend the above time periods for good cause shown.

**Fees:**

Access to Westerra Business Online is free. However, regular charges and fees apply to certain transactions. Westerra reserves the right to charge for Internet Account access services. You will be given at least thirty (30) days advance notice before Westerra Credit Union implements any charges or fees for any Internet Account access related services.

**Transfer Terms and Limitations:**

In Compliance with Regulation D, Westerra is required to limit transfers from savings and money market accounts: you are allowed to make up to 6 withdrawals per month (certain types of transfers, or cash). For more information, refer to the Member and Business Account Agreements, Disclosures and Information Guide.

There is no limit on the number of transfers from your share savings and money market account if they are made in person, by mail or to make monthly payments on loans at Westerra.

**Liability for Failure to Make Transfers:**

If Westerra does not complete a transfer to or from your account on time or in the correct amount according to this disclosure statement with you, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. However, there are some exceptions. We will NOT be liable, if:

- (1) Through no fault of ours, you do not have enough money in your account to make the transfer;
- (2) The terminal or computer was malfunctioning in a manner which you knew, or reasonably should have known, would adversely affect the completion of your transaction; or
- (3) Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

**Account Information:**

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

- (1) Where it is necessary for completing transfers;
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- (3) In order to comply with a government agency or court orders; or
- (4) If you give us written permission.

You may ask for copies of the documents that we used in our investigation.

**eStatement Agreement**

By agreeing to these terms you agree to receive your statement and other disclosures, that are required to be provided to you by law, electronically. After agreeing to these terms, you will no longer receive paper statements or notifications (i.e. CD Maturity Notice, Address Change Confirmation Request, Overdraft Notice, et. al.) that would otherwise be sent to you in paper form via U.S. Postal Service.

In making this election, you retain the right to notify Westerra Credit Union of your decision to rescind this election and to begin receiving statements, disclosures and notices in paper form. If you choose to rescind this election, you agree to provide us notification no less than five (5) business days prior to the date that the periodic statement would normally be made available to you. Further, you agree that you will provide this notification by e-mail to [email@westerracu.com](mailto:email@westerracu.com) or by calling the Credit Union at 303-321-4209 or 1-800-858-7212. Withdrawal of this consent may result in a change of terms to your checking account with the Credit Union. Please contact the Credit Union at the above telephone number to identify how this electronic statement election may affect your account.

If, during the period of time that you have elected to receive statements electronically, and you wish to receive a paper copy of any individual statement, you may do so by contacting the Credit Union at the e-mail address or telephone number noted above. You agree to pay the fee according to the Credit Union's fee schedule for a statement printout.

**Hardware and Software Requirements and Method of Obtaining Electronic Statements, Disclosure and Notifications.**

Electronic statements to Westerra Credit Union accounts will be accessed through Westerra Credit Union's Online Banking system, located on our website at [www.westerracu.com](http://www.westerracu.com) If you wish to receive electronic statements, disclosures and notices you must have Internet access with a compatible browser and an e-mail address that will be used to notify you when your electronic statements and/or notices are available.

**Recommended Browsers:**

[Internet Explorer](#)

[Firefox](#)

**Always keep your browsers up-to-date.**

The electronic statements, disclosures and notices will be available at [www.westerracu.com](http://www.westerracu.com) for no less than 90 days. To retain a copy for your purposes, you should print this information using the print command in either of the browser software packages named above.

**Online Account Administrator:**

The account and business owner(s) understand, acknowledge and authorize the ability for online account administrator(s) to grant online access and authority. The account and business owner(s) accept full and sole responsibility for the actions of online account administrators and any residual actions which creates loss or expense to any business owner or Westerra Credit Union. Account and business owner(s) will indemnify and hold Westerra Credit Union harmless for any misuse of authority granted by the online account administrator. As an online account administrator for the accounts being accessed through business online banking, you are agreeing that user transaction access permissions will only be established for individuals who you have authorized this capability on the account. All transactions, instructions, directions or other information provided by online users will be deemed to have been authorized by the principals of the business, or account owners of the respective accounts and Westerra Credit Union will be indemnified and held harmless by you and the business entity for acting upon such transaction, instruction, direction or other information. You agree to remove the access capability of any online account user immediately upon termination of employment or contractual obligation. As an online account administrator, you agree to provide accurate user identification information for any user. You agree that the user information is subject to verification and that Westerra Credit Union in its sole discretion has the option to permanently disable online access to any user.

I accept and agree to be bound by the terms stated herein and the terms and conditions included in the Member and Business Member Agreements, Disclosures, and Information Guide, and Bill Pay Disclosure Terms and Conditions.