

## **ELECTRONIC FUNDS TRANSFER DISCLOSURE AND AGREEMENT FOR INTERNET BANKING AND INTERNET BILL PAYMENT SERVICES -**

### **INTRODUCTION**

This agreement governs the following products/services offered by Anchor Bank.

**Online Banking Service "netBanking":** Anchor Bank Online Banking Service allows you to access your Anchor Bank accounts via the Internet 24 hours a day, seven days a week. You can complete transfers between accounts in your name as well as obtain statement information for downloading to financial management software.

**Online Bill Payment Service "Bill Pay":** Anchor Bank offers an Internet Bill Payment Service through CheckFree to those customers who use our Internet Banking Service. This bill payment service allows you to make payments to merchants and other institutions from your Anchor Bank Checking account via the Internet. You can make one time payments as well as set up recurring periodic payments.

**All Services:** This agreement is a supplement to certain other deposit account agreements which you have already entered into with Anchor Bank, and applies to those accounts that you access through netBanking. "We", "our", and "us" refer to Anchor Bank, and "you" and "your" refer to anyone authorized to sign checks or make withdrawals on your account(s). The provisions of this agreement apply to all transactions covered by this agreement except where otherwise noted. To the extent permitted by law, you agree that we may send to you any future disclosures and notices under this agreement electronically.

### **ACCESS ID, PASSWORD AND SECURITY**

**netBanking Service:** You must choose an access id and password to use for the initial sign on to log onto our netBanking Service. You may continue to use this password to access the netBanking Service, or you may change your password at any time.

**Bill Pay Service:** After the initial sign on, you will not be required to enter a password for any subsequent session. The Bill Pay Service will be accessed through the netBanking Service; therefore, you will enter a password to sign onto the netBanking service as described above.

### **TYPES OF AVAILABLE ELECTRONIC TRANSFERS AND LIMITS**

**netBanking Service:** You may use your netBanking Service and password to perform the following transactions to accounts in your name:

- Perform inquiries on your Anchor Bank checking, savings, certificates, IRA and loan accounts.
- Transfer funds between your Anchor Bank checking, savings, and line of credit loan accounts.
- Transfer funds from your Anchor Bank checking or savings account to make an Anchor Bank loan payment.

**Bill Pay Service:** When you apply for the netBanking Bill Pay Service through CheckFree, you must designate one of your Anchor Bank checking accounts as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions, or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. Anchor Bank reserves the right to not allow the designation of a particular merchant or institution.

You can perform the following transactions through your Bill Pay Service:

- From your designated Anchor Bank checking account, pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount "on demand".
- Obtain information (payee information, payment status information, etc.) about your Bill Pay account status.

### **Transfer Limitations:**

Transfers which will overdraft or close your checking or savings account are not permitted.

Transfers cannot be made from any account in an unavailable status, such as a dormant or inactive account or an account with a savings account loan for the full balance amount, or from any account subject to legal process or other encumbrance restricting the transfer.

The maximum number of monthly transfers from a savings or money market account is limited by regulation to six, which includes paid checks, pre-authorized transfers, and telephone transfers. There are no limitations on ATM transactions.

## **POSTING AND TIMING OF TRANSACTIONS AND DOCUMENTATION OF TRANSACTIONS**

**Internet Banking Service:** netBanking account transfers performed Monday through Friday before 5:00pm PT, except for holidays, will be posted to your account(s) the same day. Transactions completed at any other time will be posted to your account(s) on the next business day. Transaction inquiries will contain the posting date. A record of these transactions will be fully disclosed on your periodic statement. In addition, you will receive a confirmation number at the time of each transaction

**Bill Pay Service:** You should allow at least 10 business days for merchants, institutions or individuals to receive your payment. For recurring payments, your payment will be sent to the merchant, institution or individual on the date you selected or the previous business day if that date is a weekend or holiday. A record of these transactions will be fully disclosed on periodic statements. In addition, you will receive a confirmation number at the time of each transaction

## **LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transfer from or to your account(s) on time or in the correct amount, we will be liable for your direct losses or damages, except:

- If there is a terminal or equipment failure of which you are made aware at the time you request a transfer;
- If your telephone, PC, other devices, netBanking Service or Bill Pay Service was not working properly and the equipment failure should have been apparent to you when you attempted to authorize a transaction;
- If you have not given us complete, accurate, or current account numbers or other identifying information so that we or a merchant can properly credit your account;
- If you have not properly followed the netBanking, or Bill Pay instructions, or have provided us with wrong or inaccurate information;
- If you fail to notify us of any inaccuracy in any merchant list that has been set up on your account;
- If you receive notice from a merchant or institution that any payment you have made through Internet Banking and Internet Bill Payment Services remains unpaid, and you fail to notify us promptly of that fact;
- If the payee was a merchant or institution you are not permitted to designate (see Section 3);
- If you do not set up the payment soon enough for your payment to be received and credited by the payee by the due date;
- If the payee does not credit your payment promptly or properly after receipt;
- If, through no fault of ours, your account(s) do not contain enough money to make the transfer;
- If the funds are subject to legal process or other encumbrances restricting such transfer;
- If the transfer would go over the credit limit on an overdraft line of credit you may have;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, and we have taken reasonable precaution to avoid such circumstances.

## **LIABILITY FOR UNAUTHORIZED TRANSFERS**

An unauthorized transfer is any transfer that you have not authorized, including loss or theft of your Anchor Bank ATM/Debit Card and/or PIN. If you believe that someone has transferred or may transfer money from your account without your permission, or if your account statement shows transfers you did not make, telephoning is the best way of informing us and of keeping your possible losses down.

## **WHO TO CALL FOR LOST AND STOLEN PINS OR UNAUTHORIZED TRANSFERS**

If you believe that your netBanking password has been compromised, or that someone has transferred or may transfer money from your account without your permission, you should call 1-800-562-9744 or 360-532-6222, or write us at:

Anchor Bank  
Retail Banking Department  
PO Box 347, Aberdeen, WA. 98520

## **BUSINESS DAYS OF ANCHOR BANK**

Our regular business days for posting netBanking transactions and Bill Pay transactions to your account are Monday through Friday, except for holidays normally observed by federally regulated banks.

## **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at: 1-800-562-9744 or 360-532-6222, or write us at:

Anchor Bank  
Retail Banking Department  
PO Box 347, Aberdeen, WA. 98520

Contact us as soon as you can if you think your statement is wrong, if you think that someone has transferred or may transfer money from your account without your permission, or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error occurred. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

Tell us your name and account number(s). 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.

We will determine whether an error has occurred within ten (10) business days after we hear from you and will correct any error promptly, by crediting your account within one (1) business day. If we need more time, however, we may take up to 45 days (90 days for foreign-initiated transactions and all transfers resulting from point-of-sale debit card transactions) to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days so that you will have access to the money during the time it takes us to investigate your complaint or question.

For accounts that were opened within the past 30 days (new customers only), we may take up to 20 business days to investigate errors related to any EFT transaction, including foreign-initiated transactions and point-of-sale debit card transactions. If we need more time, however, we may take up to 90 days to investigate your complaint or questions. If we decide to do this, we will re-credit your account so that you will have 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 re-credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide there is no error, we will remove the credit from your account and we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **FEES**

Please refer to your Fee Schedule provided to you at account opening.

## **STOPPING PAYMENTS**

You cannot place a stop payment on a Bill Pay transaction that has already posted to your account. If you wish to stop a payment to a merchant that has not yet been processed, you may simply cancel the payment through the Bill Pay system (please refer to your Fee Schedule for. If you wish to stop a payment that has already been processed by the Bill Pay system, you must call Anchor Bank at 800-562-9744.

## **LIABILITY FOR FAILURE TO STOP PAYMENTS**

If you request to stop one or more payments three (3) or more business days before the payment is scheduled and we do not do so, we will be liable for your losses or damages except:

- If there is a terminal or equipment failure of which you are made aware at the time of your request for a stop payment.
- If circumstances beyond our control (such as fire or flood) prevent the transfer and we have taken reasonable precaution to avoid such circumstances.

## **CANCELLATION**

If you do not access your netBanking for a period of 180 days, your access privileges may be canceled. If you have recurring payments set up in Bill Pay, those payments will continue unless you contact us.

netBanking or Bill Pay Services may be terminated by you at any time by notifying us that you are no longer using the service. Any authorizations from you to make payments will continue in effect until we have received notice of termination and have had a reasonable opportunity to process it. Once we have acted upon your verification of termination, no further payments will be made, including payments scheduled in advance or preauthorized recurring payments.

Anchor Bank also reserves the right to terminate your netBanking and/or Bill Pay service(s) at any time and without advance notice if you have excessive NSF/UCF items or overdraft transactions, or otherwise misuse the service(s). Termination of netBanking and/or Bill Pay privileges in no way affects your responsibility for transactions chargeable to any of your Anchor Bank accounts, when the transactions are posted. Any such termination by you or Anchor Bank applies only to Internet Banking and/or Internet Bill Payment service(s) and does not necessarily close any of your accounts or services.

## **APPLICABLE LAW**

Except to the extent that Federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by Washington State law.

## **AMENDMENTS**

From time to time, we may amend this agreement. If an amendment results in increased cost or liability to you, decreases the type of electronic funds transfers available to you, or places stricter limitations on the frequency or dollar amount of transfers, written notice of the amendment will be mailed to your current address as shown on our records at least 30 days before the effective date of the amendment. However, if an immediate change in terms or conditions is necessary to maintain or restore the security of an electronic funds transfer system or account, we will provide written notice of the change to you on the next periodic statement or within 30 days, unless disclosure would jeopardize the security of the system or account.

**By clicking here and proceeding to the application, I certify that I have read the above disclosure and agree by its terms.**