

## **OLYMPIA FEDERAL SAVINGS– Olympia, WA**

### **Online Banking Terms and Conditions Agreement**

This Agreement describes your rights and obligations as a user of the Online Banking Service ("service" or "services") and all other services make available online by Olympia Federal Savings, including without limitation the Online Bill Payment Service. It also describes the rights and obligations of Olympia Federal Savings. Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use this service.

#### **CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

By selecting the "I Accept" button below, you are (1) acknowledging your receipt of this Online Banking Terms and Conditions Agreement, (2) agreeing that any contract you enter into with Olympia Federal Savings for the provision of certain Online Banking Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

- You will check your email regularly for notices from Olympia Federal Savings.
- You will provide accurate, current and truthful registration and contact information (including your email address) and that you will keep this contact information up-to-date with Olympia Federal Savings.
- We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using the service.
- For enhanced security, there are Transport Layer Security (TLS 1.2) compatibility internet browser requirements. You will need Microsoft Internet Explorer (version 7.0 or greater), Microsoft Edge, Mozilla Firefox (version 3.0 or greater), Apple Safari (version 4.0 or greater), Google Chrome (version 8.0 or greater) or Opera (version 10 or greater) browser to receive disclosures electronically.
- We may provide you revisions and amendments to this Agreement and such other information, (including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the services), electronically as a part of the Agreement or otherwise as a part of the services. While you may print and retain a copy of this Agreement or any information provided to you in relation to the services, we only provide these documents electronically.
- You have a right at any time to withdraw, without service charges, your consent to receive information electronically; however, because the agreement and the information are provided only in electronic format, your withdrawal of consent will terminate all the services.
- If you wish to withdraw consent to receive information electronically, to terminate the services, or to update your information such as a change of address, or email

address, you may call Olympia Federal Savings at (360) 754-3400 or 800-865-3470, or send a letter to:

Olympia Federal Savings  
Attention: Online Banking  
P.O. Box 1338  
Olympia, WA 98507-1338

## DEFINITIONS

The following definitions apply in this Agreement:

- **Online Banking** is the Internet-based service providing access to your account(s) under the terms set forth in this Online Banking Terms and Conditions Agreement.
- **Eligible Transaction Account** is an account from which you will be conducting transactions using the Account to Account Transfers-TransferNow service.
- **Recipient Account** is the receiving account when you will be conducting transactions using the Account to Account Transfers-TransferNow service.
- **Password** is a series of numbers and/or letters that you select after the initial sign-on that establishes your connection to Online Banking.
- **Business Day** generally refers to Monday through Thursday, 8:30 a.m. to 5:30 p.m. and Friday until 6:00 p.m. PT, excluding holidays as determined by Olympia Federal Savings. All online transaction requests received after the business day, or on a non-business day, will be processed immediately, but will not post to accounts until the following business day after checks processed during nightly processing.
- **Time of Day** refers to the current time in the Pacific Time Zone.
- **We, Us, Our, or Olympia Federal Savings** refer to Olympia Federal Savings, which offers the services provided under this agreement and holds the accounts accessed by the services.
- **ACH (Automated Clearing House) Network** means the funds transfer system, governed by the NACHA (National Automated Clearinghouse Association) Rules, that provides fund transfer services to participating financial institutions.
- **Payment Instruction** is the information provided for a transaction to be made under the applicable service, which may be further defined and described below in connection with a specific service.
- **Payment Network** means a debit or credit network (such as the ACH Network or ACCEL/Exchange, etc. payment network) through which funds may be transferred.
- **Service Provider** means companies that we have engaged (and their Affiliates) to render some or all of the service to you on our behalf.

## ACCESS TO SERVICES

Olympia Federal Savings will provide online instructions describing how to use the Online Banking Service. To gain access to the services you will need your Access ID and your Password.

## HOURS OF SERVICE ACCESS

Generally the service is available 24 hours a day, although transactions may not be processed until the next business day. You may not be able to access the service during

special maintenance and upgrade periods, which are usually Wednesday 9:00 p.m. to Thursday 3:00 a.m. PT and Sunday from 9:00 p.m. until Monday 3:00 a.m. PT.

## **USE OF YOUR SECURITY PASSWORD**

The safety of our customers' accounts and account information is of paramount importance to Olympia Federal Savings. We go through great lengths to protect confidentiality and the security of your accounts, and urge you to do the same. You agree not to allow anyone to gain access to the services or to let anyone know your password used with the services. You agree to assume responsibility for all transactions initiated through the services with your Olympia Federal Savings Access ID, up to the limits allowed by applicable law. While Olympia Federal Savings continues to provide our customers with the level of online security we believe necessary and appropriate, customers who share their user-IDs and passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No Olympia Federal Savings representative will ever call and ask for your Access ID or Password.

## **LOST OR STOLEN PASSWORDS**

**If your password has been lost or stolen, call Olympia Federal Savings immediately at (360) 754-3400 or 800-865-3470, during business hours. Contacting Olympia Federal Savings by phone is the best way of minimizing your losses.** You may also restore the security of your service by immediately changing your password.

If you believe your password has been lost or stolen and you notify us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your password to conduct unauthorized electronic funds transfers without your permission. If you do NOT notify us within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password to conduct unauthorized electronic funds transfers without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers or payments 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

## **BANKING TRANSACTIONS WITH ONLINE BANKING SERVICES**

In addition to viewing account information, you may use Online Banking Services to conduct the following transactions: (Reference Olympia Federal Savings' rate sheet.)

- Initiate bill payments
- Place stop payments (\$15)
- Order checks for your account
- Internal Transfers between your checking, savings, money market, and loan accounts
- External Transfer from your Olympia Federal accounts to your accounts at other financial institutions

NOTE: Because regulations require Olympia Federal Savings to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

- Transfers from a Statement Savings Account to another account or to third parties by preauthorized, automatic, telephone or computer transfer are limited to six per month with no transfers by check, draft, debit card or similar order to third parties.
- Transfers from a Money Market account to another account or to third parties by preauthorized, automatic, telephone or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per statement cycle.
- Passbook Savings, Certificate of Deposit and IRA account limitations: You may complete balance inquiries, however, you may not transfer funds to or from these account types.

New services may be introduced for Online Banking Services at any time. Olympia Federal Savings will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

### **ACCOUNT TO ACCOUNT TRANSFERS-TRANSFERNOW**

The Account to Account transfer service enables you to transfer funds between your Account(s) that you maintain with us and your Account(s) that are maintained by other financial institutions. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States.

When we receive a Transfer Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit your applicable Account or to credit your Eligible Transaction Account and remit funds on your behalf from the Recipient Account designated by you and to debit your applicable Account. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or Recipient Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused;
4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or Recipient Account information; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an

outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

It is your responsibility to ensure the accuracy of any information that you enter into TransferNow and to inform us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**Service Fees and Additional Charges.** Applicable fees will be disclosed in the user interface for TransferNow. Any applicable fees will be charged regardless of whether the service was used, except for fees that are specifically use-based. Use-based fees for TransferNow will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

**Refused Transfers.** We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

**Returned Transfers.** In using TransferNow, you understand transfers may be returned for various reasons such as, but not limited to; the Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended account or void the transfer and credit your account from which you attempted to transfer funds. You may receive notification from us.

## STATEMENTS

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. If your statement shows transfers that you did not make, notify Olympia Federal Savings immediately at (360) 754-3400 or 800-865-3470, or send a letter to:

Olympia Federal Savings  
Attention: Online Banking  
P.O. Box 1338  
Olympia, WA 98507-1338

If you do not notify Olympia Federal Savings within 60 calendar days after the statement was mailed to you, you may not recover any money lost after the 60 calendar days which would not have been lost if Olympia Federal Savings has been notified in time.

## **ERRORS AND QUESTIONS**

In case of errors or questions regarding Online Banking or Bill Payment transactions, you may call Olympia Federal Savings at (360) 754-3400 or 800-865-3470, or send a letter to:

Olympia Federal Savings  
Attention: Online Banking  
P.O. Box 1338  
Olympia, WA 98507-1338

We must hear from you at the specified telephone number or address no later than 60 calendar days after we sent you the first statement on which the problem or error appeared. We will need:

- Your name and account number.
- Describe the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error.
- The date on which it occurred.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate your complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use 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 your notice of error concerns a transaction that occurred during the first 30 days after the first deposit to the account was made, the applicable time periods are 20 business days in place of 10 business days and 90 calendar days in place of 45 calendar days.

If we determined that no error occurred, we will send you a written notice within 3 business days after completing the investigation. You may request copies of the documents that were used in the investigation.

You agree that Olympia Federal Savings may respond to you by e-mail, using the email address associated with your Online Banking Services, with regard to any claim of unauthorized electronic fund transfer related to the service. Any such electronic mail sent to you by Olympia Federal Savings shall be considered received within 3 business days of the date sent by Olympia Federal Savings, regardless of whether or not you sign on to the service within that time frame.

## **DISCLAIMER OF WARRANTIES**

Except as warranted in this Terms and Conditions agreement, Olympia Federal Savings disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness and any warranties relating to non-infringement in Internet Banking.

Olympia Federal Savings does not warrant that access to its web site and Online Banking Services shall be uninterrupted, timely, secure or error free.

Olympia Federal Savings will not be liable for any virus that may enter your system as a result of your using the Online Banking Services.

Except as otherwise expressly provided in any applicable agreement, you understand and agree that your use of the Online Banking Services is at your sole risk and that online banking and all information, services, products and other content (including third party information, products and content) included in or accessible from any website is provided on an "as is" basis and is subject to change at any time.

## **INDEMNITY**

You acknowledge and agree that you are personally responsible for your conduct while using the Online Internet Banking Services and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind, including reasonable attorney fees that we may incur in connection with (i) a third party claim related to your use of the Online Internet Banking Services, (ii) the use of the Online Internet Banking Services by anyone using your password, (iii) your violation of this agreement, (iv) your violation of any applicable state or federal law, and Federal Reserve Board or clearinghouse association rule or the rights of any third party, or (v) your provision of a telephone number or mobile phone number, email address or other delivery location that is not your own. Your obligations under this paragraph of this agreement shall survive the termination of this agreement.

## **LIMIT OF OLYMPIA FEDERAL SAVINGS RESPONSIBILITY**

Olympia Federal Savings agrees to make reasonable efforts to ensure full performance of its Online Banking Services. Olympia Federal Savings will be responsible for acting only on those instructions sent through Online Banking which are actually received, and cannot assume responsibility for circumstances over which OLYMPIA FEDERAL SAVINGS has no direct control. This includes, but is not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. Olympia Federal Savings is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from Olympia Federal Savings is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Olympia Federal Savings is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or for any investment or other decision made using this information.

Olympia Federal Savings is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking. Olympia Federal Savings will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of Olympia Federal Savings liability shall be as expressly set forth herein. Under no circumstances will Olympia Federal Savings be liable in contract, tort, or otherwise for any indirect, special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

### **OLYMPIA FEDERAL SAVINGS RESPONSIBILITY**

Olympia Federal Savings will be responsible for your actual direct losses if they were directly caused by our failure to complete or cancel a transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of Olympia Federal Savings, you do not have enough money in your account to make the transfer.
- Through no fault of Olympia Federal Savings, the transaction would have caused you to exceed your available credit.
- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting the transfer.
- Your transfer authorization terminates by operation of law.
- You believe someone has accessed your accounts without your permission and you fail to notify Olympia Federal Savings immediately.
- You have not properly followed the scheduling instructions, included in this agreement, to make a transfer or the payee refuses the service.
- For the failure of any payee to correctly account for or credit the payment in a timely manner.
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- For changes to the payees address or account number (unless you have advised us of the change within 3 business days in advance).
- We have a reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.



There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual direct loss due to our failure to complete a transfer, and we will not be liable for any indirect, special, incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

## **E-MAIL**

If you send Olympia Federal Savings an e-mail message through the service, Olympia Federal Savings will be deemed to have received it on the following business day. E-mails will be answered within a reasonable time frame.

You should not rely on e-mail if you need to communicate with Olympia Federal Savings immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur). Immediate communication with Olympia Federal Savings should be by telephone.

You agree that Olympia Federal Savings may respond to you by e-mail via the email address then listed on your profile page with regard to any matter related to the service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such e-mail sent to you by Olympia Federal Savings shall be considered received within 3 days of the date sent by Olympia Federal Savings, regardless of whether or not you sign on to the service within that time frame.

## **ALERTS/MESSAGES**

Olympia Federal Savings may add or remove types of alerts at any time.

Internet banking alerts allows you to set up automated alert events based on your own criteria to be alerted upon. Alerts may be sent via email, text, or in an online message box within Internet banking. E-mail alerts will be sent to the e-mail address you provide in creating the alert.

- Olympia Federal Savings may add or remove types of alerts at any time.
- If you change your e-mail address you are responsible for changing this in the alerts you have already set up.
- You agree that alerts may be delayed or prevented for a variety of reasons.
- We do not guarantee the delivery or validity of the contents of any alert.
- You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any alert.
- You agree that we shall not be liable for any actions taken or not taken by you or anyone else in reliance of an alert.
- Olympia Federal Savings will never include your password or full account number in an e-mail alert; however you understand that alerts may include your name and some information about your accounts.
- Unfulfilled events (events that do not happen) will only remain on the system for 999 days. You will not be notified when they are removed.

- Distributed events (events that have happened and have been viewed) will remain on the system for 30 days.

## **OTHER AGREEMENTS**

In addition to this agreement, you and Olympia Federal Savings agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Olympia Federal Savings, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct any fees related to your use of Olympia Federal Savings' Online Banking Services either from your Bill Pay Account, from your Eligible Transaction Account or from any other account you hold at Olympia Federal Savings. All terms and conditions of the disclosures provided to you at any account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Depositors Agreement and Terms and Conditions apply to the Online Banking Services.

## **MODIFICATIONS TO THIS AGREEMENT**

Olympia Federal Savings may, from time to time, modify the terms and conditions applicable to its Online Banking Services upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it 3 days after it is sent. We reserve the right to terminate this agreement and your use of the Services in whole or in part at any time without prior notice.

## **DISCLOSURE OF INFORMATION TO THIRD PARTIES/PRIVACY POLICY**

A copy of Olympia Federal Savings Consumer Privacy Statement is available upon request at our office, or can be mailed to you upon request by calling the office at (360) 754-3400 or 800-865-3470, or sending a letter to:

Olympia Federal Savings  
Attention: Online Banking  
P.O. Box 1338  
Olympia, WA 98507-1338

You can also access our Privacy Policy online by clicking on the Privacy Policy icon at [www.olyfed.com](http://www.olyfed.com)

## **INACTIVITY/TERMINATION**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your Online Banking privileges under this agreement without notice to you for any reason; or if you do not pay any fee required by this agreement when due, if you do not comply with the agreement governing your deposit or loan accounts, or

your accounts are not maintained in good standing. We will promptly notify you if we terminate this agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the service, we may convert your account to inactive status if you do not sign on to the service or have any transaction scheduled through the service during any consecutive 180 day period. If your account is considered inactive, you must contact us to have the service activated before you will be able to schedule any transaction through the service.

To cancel your use of the Online Banking Services, or any component thereof, you must notify Olympia Federal Savings. Your notification should include your name, address and the effective date to stop the service(s). When Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking Services will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You may notify Olympia Federal Savings by one of the following methods:

- By initiating a customer inquiry through our Web Site
- By calling (360) 754-3400 or 800-865-3470
- By sending a letter to:

Olympia Federal Savings  
Attention: Online Banking  
P.O. Box 1338  
Olympia, WA 98507-1338

## **GOVERNING LAW**

This Agreement is governed by the laws of the State of Washington and applicable federal law(s).

## **FEE SCHEDULE**

Olympia Federal Savings offers the benefits and convenience of its Online Banking Service to you at no monthly charge. Account research, stop payment charges and fees for the Bill Pay service will be assessed at the rates published in Olympia Federal Savings Truth in Savings brochure or viewed at [www.olyfed.com](http://www.olyfed.com) and deducted from your Bill Pay Account or another account you hold at Olympia Federal Savings.

These fees are subject to change. Olympia Federal Savings will notify you in writing regarding any fee changes at least 30 days in advance of the effective date of these changes.

[Print Disclosure](#)

[Rev. 120518V3]