



# Coast Online Agreement and Disclosure

This Agreement is the contract that covers the rights and responsibilities of you and Coast360 Federal Credit Union ("Coast360") regarding Coast Online services. Coast Online allows you to electronically communicate with Coast360 and initiate account transactions and bill payments through your accounts. In this Agreement, the words "you", "yours" and "member(s)" refers to those who request and use Coast Online and Coast ePay services, including sole proprietors and any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean Coast360. The word "account" means any one or more deposit and/or accounts you have with Coast360. By requesting and using the Coast Online banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

## 1. Coast Online Service.

**a. Account Access.** If we approve your request for the Coast Online and Coast ePay service, you may use your personal computer to access your accounts through the Internet. You must use your access code along with your account number to access your accounts. The Coast Online service is accessible seven (7) days a week, 24 hours a day. You will need a personal computer and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of your computer. Coast360 will not be responsible for any errors or failures involving any telephone service, ISP service or your computer.

**b. Types of Transactions.** At the present time, you may use Coast Online to:

- Transfer funds between your deposit and loan accounts.
- Transfer funds to accounts of other members you authorize from any of your accounts.
- Review account balance, transaction history, direct deposit and tax information for any of your Checking or Savings accounts.
- Review information on any loan account including payoff amounts, due dates, finance charges, interest rate, and balance information.
- Make bill payment transfers to authorized creditors through the Coast ePay service.
- Place stop payments.
- Communicate with Coast360 using the Secure Messages feature for other transactions permitted by Coast360.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

**c. Service Limitations.** The following limitations on Coast Online transactions may apply when using the services listed above:

**(i) Transfers.** You may make funds transfers to other accounts of yours as often as you like. However, transfers from your Savings account and Money Market account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. Coast360 reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**(ii) Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or

withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

**(iii) Secure Messages.** Coast360 may not immediately receive communications through Secure Messages that you send and Coast360 will not take action based on requests received from Secure Messages until Coast360 actually receives your message and has a reasonable opportunity to act. If you need to contact Coast360 immediately regarding an unauthorized transaction or stop payment request, you may call Coast360 at the telephone number set forth in Section 3.

**d. Coast ePay (Bill Payments).** You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either one-time payments, manual payments (i.e. payments on merchant charge accounts that vary in amount), or automatic payments (i.e. fixed mortgage payments).

When you transmit a Coast ePay instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account. We will process Coast ePay transfer requests only to those creditors as you authorize and for whom you provide the necessary vendor information (name, address, phone number, account number, and member name). Coast360 will not process any bill payment transfer if we know the required transaction information is incomplete.

In any event, Coast360 will not be liable for any transaction that contains incorrect information that Coast360 was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established.

Coast360 reserves the right to refuse to process payment instructions that reasonably appear to be fraudulent or erroneous. When a new payee is entered into the Coast ePay service for the first time, you should allow sufficient time for payee verification and for Coast360 to withdraw the designated funds from your account. This time frame varies from two (2) business days (for payees that accept electronic payments) to eight (8) business days (for payees that accept only check payment.)

It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) days before a bill is due. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

You may cancel or stop payment on one-time, manual, and automatic bill payment instructions under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a bill payment that you have already scheduled for transmission through Coast ePay, you may electronically edit or cancel your payment request through Coast ePay. Your cancellation request must be entered and transmitted through Coast ePay prior to the date the account is debited for the payment. If your request is not timely entered, you will be responsible for the payment.

**2. Security of Access Code.** The password or access code ("access code") that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying Coast360. If you fail to maintain the security of these access codes and Coast360



suffers a loss, we may terminate your use of Coast Online and account services immediately.

**3. Liability for Unauthorized Access.** You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use the Coast Online service 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 anyone has used your access code or accessed your accounts through Coast Online without your authorization. Telephoning is the best way to keep your possible losses down. If you tell us within two (2) business days, you can lose not more than \$50 if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Coast Online or Coast ePay transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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.

**If you believe that someone has used your access code or has transferred or may transfer money from your account without your permission, call Coast360 at:**

(671) 477-8736

or write Coast360 at:

Coast360 Federal Credit Union  
ATTN: Contact Center  
450 Route 8  
Maite, GU 96910

**4. Business Days.** Our business days are Monday – Thursday 9am to 5pm, Friday 9am to 6pm and Saturday 9am to 1pm. Holidays are not included.

**5. Fees and Charges.** Coast Online and Coast ePay services are provided at no charge. However, there may be certain charges within each service. You will be notified of the charge before you can complete a transaction for which a charge is made. We will notify you of any changes in the Rate and Fee Schedule as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your Loan Agreement and Disclosure.

**6. Periodic Statements.** Transfers, withdrawals, and bill payments transacted through Coast Online will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may also elect to receive your periodic statements electronically.

**7. Account Information Disclosure.** We will disclose information to any agent, independent contractor, designee, or assignee that Coast360 may in its sole discretion select to conduct Coast Online or Coast ePay service transactions that you may request on your behalf.

**8. Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, Coast360 will not be liable:

a. If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the

transaction amount would exceed your credit limit on your line of credit, if applicable.

b. If you used the wrong access code or you have not properly followed any applicable computer, Internet, or Coast360 user instructions for making transactions.

c. If your computer fails or malfunctions or the Coast Online or Coast ePay services were not properly working and such problem should have been apparent when you attempted such transaction.

d. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent the initiation or completion of the transaction.

e. If the funds in your account are subject to an administrative hold, legal process or other claim.

f. If you have not given Coast360 complete, correct and current instructions to process a transfer.

g. If the error was caused by a system beyond Coast360's control such as a telecommunication system or your Internet service provider.

h. If there are other exceptions as established by Coast360 from time to time.

**9. Termination of Coast Online Services.** You agree that we may terminate this Agreement and your use of the Coast Online services if you, or any authorized user of your account or access code, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or access code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**10. Notices.** Coast360 reserves the right to change the terms and conditions upon which this service is offered. Coast360 will provide notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Continued use of Coast Online services after receipt of the terms and conditions will constitute acceptance of, and agreement to the terms and conditions. Use of Coast Online is subject to existing regulations governing your accounts and any future changes to those regulations. You agree that any electronic messages or records you transmit or create may be usable for any subsequent reference in the event of any dispute regarding your account or any account transaction.

**11. Billing Errors.** In case of errors or questions about your Coast Online or Coast ePay transactions, telephone us at the phone number or write to us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

a. Tell us your name and account number.

b. Describe 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.

c. Tell us the dollar amount of the suspected error.



If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) calendar days. We will tell you the results of our investigation within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provide a conditional credit to your account within ten (10) business days for the amount you think is in error; so that you will have the use of the funds 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 provide conditional credit to your account. For transactions initiated outside the United States, we will have twenty (20) business days instead of ten (10) business days, and ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question.

**12. Enforcement.** You agree to be liable to Coast360 for any liability, loss, or expense as provided in this Agreement that Coast360 incurs as a result of any dispute involving your accounts or services. You authorize Coast360 to deduct any such liability, loss, or expense from your account without prior notice to you.

This Agreement shall be governed by and construed under the laws of the Territory of Guam as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Guam law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision shall be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.