

**Ent Credit Union**  
**P.O. Box 15819**  
**Colorado Springs, Colorado 80935-5819**

**Electronic Services Disclosure, Policy and Agreement**

Electronic services provided to you by Ent Credit Union are governed by government regulations which are discussed in this disclosure. By using our electronic services, such as online banking, online bill payment and our telephone voice response access, you agree to be bound by the following terms and conditions. In this agreement, the words "we," "us," "our" and "credit union" mean Ent Credit Union, hereafter referred to as Ent. The words "I," "me," "mine," "my," "you," "your," "member," "they" and "their" mean each and all parties whether one or more persons accesses our electronic services. The word "account" means any one or more savings, checking or other accounts you have with Ent. The phrase "third-party service provider" means any other company we may use to help bring you these services. When you begin using online, mobile and/or telephone banking, you are agreeing to the terms and conditions included in this disclosure and in the Important Account Information disclosure which includes the Membership and Account Agreement.

**ACCESS OPTIONS**

You may access your account using online banking via our website at [Ent.com](http://Ent.com). Online banking may be accessed by personal computer or web-enabled device. Online banking enables you to make transfers, perform inquiries, pay bills, request alerts regarding account activity, make advances on specific loans (such as a line of credit loan) and make loan payments on your accounts from a secure web browser. For minimum browser requirements, review Ent.com/Online. Although older browser versions may support secure web connections, we strongly recommend you use the latest versions to take advantage of updated security features. We do require the browser (regardless of the version) to have at least a 128-bit cipher strength installed.

You may also access your account via Ent's Mobile Banking Apps for Apple® and Android™ devices.

Ent Mobile - Text banking account information, accessed by sending and receiving SMS text messages on a text message capable device, will allow account inquiries and transfers between accounts.

Telephone banking may be accessed through a voice response system by calling (719) 574-1100 or 800-525-9623 and selecting the telephone banking menu option using a touch-tone phone.

In online banking, a bill pay option will be available to you for electronic payment of bills from your checking account. The bill pay option may be supported by a third-party service provider. Account-to-account and other fund-transfer options will be provided subject to credit union security restrictions which may include validation of online users, your ownership of origination and beneficiary accounts and validation of requested online entries.

Upon processing your enrollment for online banking services, you will enter your online banking password. Your online banking password may be obtained through online enrollment.

A separate telephone banking Personal Identification Number (PIN) must be requested directly at a service center or by contacting the credit union call center. A new electronic services password or PIN may be computer generated and mailed to the address on record for you.

With all electronic services, it is your responsibility to change your password/PIN. For your own protection you should change your password/PIN periodically. We encourage all users to select passwords/PINs not readily known through public information. We may notify you to change your password/PIN for security purposes. As an added precaution, your password/PIN may be disabled once you have exceeded the allowable incorrect login attempts to use it to access an electronic service.

**FEES**

All fees related to electronic services including the bill pay option are described on the member's Fee Schedule which is available online

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under the "Important Account Information" link. Notice of change in fees from our third-party service provider may also be disclosed to you via online banking. You agree to pay Ent for any fees or costs related to the use of electronic services. You acknowledge that the bill pay service, mobile banking and mobile-text banking are optional and are furnished by third-party service providers which may assess fees directly for these services. You will be responsible for the cost of any hardware such as a PC or cell phone, any phone line charges, text message charges, monthly bill pay charges or telephone or Internet access charges you may incur in using any electronic services.

## **TRANSACTIONS**

Upon processing your enrollment for online services, you will enter your online banking password. Your online banking password may be obtained through online enrollment. A separate telephone banking PIN must be requested directly at a service center or by contacting the credit union call center. A new electronic services password or PIN may be computer generated and mailed to the address on record for you. It is your responsibility to change your password/PIN upon activation of the system. For your own protection you should change your password/PIN periodically. We encourage all users to select passwords/PINs not readily known through public information. We may notify you to change your password/PIN for security purposes. As an added precaution, your password/PIN may be disabled after you have exceeded the allowable incorrect login attempts. You may initiate electronic service transactions at any time seven days a week. As with any computer/phone system, there may be some times when these services are unavailable. You will normally have unlimited session time; however, you will be required to log in with your password again once you reach a period of inactivity of twenty (20) minutes when using Online Banking. You may use our electronic services to:

1. Obtain account information related to any of your savings, checking or loan accounts.
2. Obtain account history.
3. Obtain tax information, including forms and notices regarding total interest paid and dividends earned.
4. Open additional share accounts under your primary member number subject to membership and account restrictions imposed at the sole discretion of the credit union.
5. Transfer funds between your savings or checking accounts.
6. Transfer funds from your line of credit loan to your savings or checking accounts.
7. Transfer funds from savings or checking accounts to make payments on your Ent loans.

Additionally, you may access the following services using online banking:

8. Download certain information about your account using software designed for that purpose.
9. Make bill payment transfers to payees of your choice, by enrolling in the bill pay service.
10. Use other enhancements, fund transfers, transactions, inquiries or calculations that may become available to you. You will be able to set up recurring transfers within your accounts, order checks, submit address changes, receive images of your paid check items and receive electronic statements.
11. Perform account-to-account transfers within the credit union or to other financial institutions, if this service is available for your account subject to credit union security and processing restrictions.
12. Access budgeting and financial management services.

## **LIMITATIONS**

In return for the benefits received from our electronic services, you agree to the following limitations: (Any use of these described programs is subject to all terms of the agreements and disclosures for the accounts involved.)

1. You may not make more than six (6) preauthorized, automatic, telephone (including data transmission), or telephone banking transfers or withdrawals or a combination of such transactions to another account of yours or to a third party during any calendar month from a savings or money market savings account. These limits do not pertain to a transfer from a checking account. Telephone and online banking transactions will be considered telephone transactions and will count towards these limits. A preauthorized transfer includes any arrangements with Ent to pay a third party from your savings account upon written or oral orders including Automated Clearing House (ACH) transactions. These limits do not apply on transfers to any loan account you have at Ent or transfers to another Ent account when such transfer is initiated in person, by mail or at an ATM (Automated Teller Machine). You may also make unlimited withdrawals by check which was mailed directly to you. If a transfer request would exceed the transfer limitations in any statement period, your account will be subject to an excessive transfer fee or conversion to a transaction account.
2. There may be times that our electronic services are unavailable for use due to events beyond Ent's reasonable control referred to as "Force Majeure" events such as acts of God, power outages, acts of war or terrorism. You agree that Ent will not be liable if electronic services are suspended due to any Force Majeure event.
3. A "lock-out" feature is in place to deny access to your accounts once you have exceeded the allowable consecutive incorrect password/PIN login attempts on the account(s).
4. The processing of bill payment and other transfers depends on the accuracy of all payment information, which includes payment amount, account number, merchant (payee) name and address. You agree to supply accurate information for all bill payment and other transfers and to comply with credit union limits related to dollar limitations by processing day and merchant (payee). You agree to hold Ent harmless for your submission of inaccurate or erroneous bill payment or other transfer information.
5. You authorize Ent to utilize third-party service providers for bill pay, budgeting and financial management, mobile and account to account transfer services being provided.
6. Bill payment and other transfers may be delayed or denied if the required information is incomplete or inaccurate. After you initiate a bill payment, funds will be withdrawn from the designated account on the processing date or the date that the bill payment is presented for payment, depending on how the payment was issued. The bill pay service provider reserves the right to determine if the funds will be sent electronically or sent by check based upon the recipient's ability to accept electronic payments. The funds may be withdrawn from your account on the processing date. Payments are not processed on Saturdays, Sundays and national holidays. We reserve the right to process the payment at any time during the day and to reject the payment if sufficient funds in your account(s) are not available at that time. You must allow sufficient time for vendors to process your payment after they receive a payment from the service provider. Ent will not be liable for any refusal to accept payment, service fee, late charge or finance charge. We cannot guarantee the time that any payment will be credited to your account by any merchant (payee) or be responsible for any fees incurred. In the event of dispute, we can only confirm the amount, the merchant (payee), and the date of the bill payment transfer made by the service provider. For any other error or question you may have involving the billing statement of the merchant, you must contact the merchant directly. We are not responsible for investigating such issues. Please review our Bill Payment Disclosure posted on [Ent.com](http://Ent.com) for a complete disclosure on this service by the third party provider.
7. You may authorize the initiation of limited fund transfers through online banking. Fund transfers may be provided once validation requirements have been satisfied. Ent has the option in its sole discretion to modify validation and security requirements for fund transfers between other Ent accounts or transfers initiated as a wire transfer or an ACH item to or from other financial institutions. Ent may from time to time for security reasons, modify processing limits, submission or processing times, frequency, or dollar amount of transfers you can make. You agree not to initiate or effect any funds transfer from or to an account that are not allowed under the rules and regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of Office of Foreign Assets Control (OFAC) regulations. For a single entry scheduled in advance, you must notify the credit union of your intent to revoke your authorization within one (1) banking day prior to the scheduled "Transfer Date" of your single entry. This revocation is accomplished by you accessing your account via online banking and deleting the scheduled transfer located in the Transfers tab. For a recurring entry, you must notify the credit union of your intent to revoke your authorization within 3 (three) banking days prior to the scheduled "transfer date" of your recurring entry. This

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revocation is accomplished by you accessing your account via online banking and deleting the scheduled transfer located in the Transfers tab.

8. If any information provided is inaccurate, it may delay or prevent the processing of any request, funds transfer or transaction item.
9. Email alerts authorized by you will be sent to the last known email address provided. It is your responsibility to update your email address with the credit union to ensure account related information included within the email alerts is properly received. You agree to release Ent from all liability related to the email alert process that may result in delays, interruptions or undeliverable email because of an incorrect email address provided by you, routine maintenance of our systems or other conditions beyond our reasonable control.
10. You agree that you will not initiate transactions that violate the laws of the United States of America or state of Colorado.
11. You accept and agree to follow procedures established by the credit union to prevent loss to your account or to the credit union and to conform to applicable federal laws or regulations including the laws of the state of Colorado as they relate to your account and the electronic services provided.
12. You agree to accept usage or command limits and validation requirements established by the credit union for any web enabled device.
13. If you are in breach of this Agreement or any other loan, account, or service agreement with us or we suspect fraudulent activity on your account, we may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online or mobile banking services. Such restrictions may continue until you cure any breach condition or any fraud condition is resolved.

### **STATEMENTS**

You will receive a monthly statement for the activity on your checking account and a periodic statement for the activity on your savings accounts, including electronic activity. Such statements may be mailed to your address on record with us or posted for you as an electronic statement via online banking. No other receipts will be mailed for transactions. You understand and agree that receipt of statements is when provided (posted) to you electronically if you receive electronic statements. The date that these statements are posted will be considered the "mailing" or "delivery" date by Ent. You have further agreed to the acceptance of notices, periodic statements, disclosures and agreements by means of electronic delivery. Statements received through electronic means should be printed, reviewed and retained by you.

### **DIRECT DEPOSIT**

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you may verify receipt of your direct deposit by using electronic services, your periodic statement, or by contacting us at (719) 574-1100 or 800-525-9623.

### **PASSWORD**

Initially, when you sign up for online banking, we will ask you to enter your online password which you must use each time you access online banking. You should change your password/PIN periodically, as you deem necessary to protect the security and privacy of the account. A password/PIN is issued for security purposes; it should remain confidential and should not be written near your computer, disclosed to a third party or remain resident on your computer. **If you disclose your password/PIN to another person or allow it to remain resident on your computer, you are allowing and authorizing anyone with access to your computer the ability to perform transactions on your account(s). If you utilize mobile banking to access your account(s) online, you are authorizing anyone with access to your cell phone or mobile device to receive your account information and perform transfers on your account(s). You understand that by enabling Touch or Face ID or Fingerprint Sign-In, anyone who has fingerprint or facial information stored on your Device will have access to your personal and payment account information on Mobile Banking. If additional online banking usernames are established, each user will have complete access to the account relationship including the ability to transfer funds and establish additional account relationships under your primary account number.** As part of this agreement, you will not make your password available to anyone not authorized to transact on your account. If you authorize anyone to use your password, that authority shall continue until you specifically revoke such authority by changing the password, notifying us in writing or deleting the online banking password or telephone banking PIN. If you fail to maintain the security of any password/PIN and we suffer a loss, we may

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terminate all of the services under this agreement as well as any other credit union share or loan services you have.

## **SECURITY**

You agree to be fully and solely responsible for maintaining proper anti-virus and security program or firewall software on your PC or Internet access device to prevent your PC or mobile banking access device from being controlled by another person or having another person obtain password/PIN and other confidential account information through a key logging program. You agree to maintain physical security over any web enabled device (e.g. cell phone) to prevent any unauthorized access. You authorize Ent to utilize third party monitoring to alert Ent when devices not associated with your normal usage are used to access your account. Accordingly, Ent disclaims any and all liability resulting from or related to access device compromises and in no event shall the credit union be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, member's ability to connect to the Internet or compromises that are a result of failure of member to maintain adequate anti-virus, firewall protection, software and physical PC or access device security. In the event you identify that your PC or mobile banking access device has been compromised by another person, you agree to notify Ent immediately to prevent any further loss to your account or the credit union.

## **SEVERABILITY**

You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at our discretion. You further agree, should illegal use occur, to waive the right to sue Ent for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold Ent harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

## **CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS; ADVISABILITY OF PROMPT REPORTING; TELEPHONE NUMBER AND ADDRESS NOTIFICATION**

You may authorize additional online banking users on your account to access electronic services. You understand and agree that this authorization allows them access to all your savings, checking and loan accounts and you agree to be responsible for all transactions initiated by the users. In addition to your liability for any indebtedness created through the use of electronic services privileges, Ent may, at its sole option, hold any user of electronic services, if other than you, liable for any indebtedness charged to your account(s) through the use of electronic services. The obligation of two or more parties will be joint and severally obligated. In any event, you as primary member will remain primarily responsible for any charges.

1. In the event your electronic services password/PIN has been lost or stolen, or you believe that someone has compromised your password/PIN, and has transferred or may transfer money from your account without your permission, or that any other unauthorized electronic funds transfer has been or may be made, you agree to immediately call, write or email us at the numbers or address listed below under Address/Telephone Number. The best way to inform us of any abuse of your password/PIN is by telephone with a follow up by written or email confirmation.
2. After notification to Ent on a lost, compromised or stolen password/PIN, a new password/PIN will normally be generated within one (1) business day. The new PIN will be mailed to your last known address listed in our files or communicated directly to you. The Forgot Password function may be used to reset a password or you may contact us directly to have your password reset. You agree to notify us of any email or mailing address change not later than (30) days of such change.
3. You could lose funds in your account and be liable for fees associated with any abuse.

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### **UNAUTHORIZED USE**

Telephone us at once if you believe your password/PIN has been lost, stolen or compromised. Telephoning us is the best way of keeping your possible losses to a minimum. Your prompt notification will allow us to protect your account as well as the credit union. If your periodic statement shows transactions 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 or electronically received (posted electronically), you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods above.

If you believe that your password/PIN has been lost or stolen or that someone has transferred or may transfer from your account without your permission, call, email or write us at the telephone number or address listed in this disclosure.

### **ADDRESS/TELEPHONE NUMBER/HOURS OF OPERATION**

Ent Credit Union  
P.O. Box 15819  
Colorado Springs, Colorado 80935-5819

(719) 574-1100  
800-525-9623 (Toll Free)

7 a.m. – 6 p.m. Monday – Friday  
8 a.m. – 4 p.m. Saturday  
Mountain Time

Business Banking Members - (719) 574-1100 or 800-525-9623  
Corporate Banking Members - Contact your account representative

### **CREDIT UNION BUSINESS DAYS FOR NOTIFICATION**

The credit union's business days for electronic services processing and notification are Monday through Friday. Saturdays, Sundays and federal holidays are excluded.

### **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, we will NOT be liable if:

1. Through no fault of ours, you do not have enough funds available in your account to make the transfer;
2. The transfer would exceed the credit limit on any loan or line of credit;
3. The system was not working properly and you knew about the breakdown when you started the transfer;
4. Your password/PIN has been lost or stolen and we have blocked the account;
5. Circumstances beyond our control (such as fire, flood, computer or telephone system malfunction) prevent the transfer, despite reasonable precautions we have taken;
6. Your account is in default;
7. The funds are subject to legal process or other encumbrance restricting such transfer;
8. The transfer request exceeds security limitations established in Ent's sole discretion to protect your account or the credit union;
9. We were unable to properly verify that the transaction was authorized by you; or
10. The transfer is prohibited by federal regulation or laws of the state of Colorado.

There may be other exceptions stated in our agreement with you.

We will not be liable for any direct, indirect, incidental, special, consequential or punitive damages of any kind resulting from the use of or the inability to use any funds transfer or bill pay services, any inaccuracy of any information, any breach of security caused by a third party, or any transactions entered into based on the funds on hold.

### **AGREEMENT TO DIGITAL PRIVACY POLICY**

By using our electronic services, such as online banking, online bill payment and our telephone voice response access, or interacting with an Ent advertisement or page or account on a third party site, you consent to this Policy, including your consent to our use and disclosure of information about you in the manner described in this Policy.

### **GATHERING, USING AND SHARING INFORMATION**

You may interact with us in a variety of ways online, including through a mobile device as set forth in the Access Options above.

### **ADDITIONAL TECHNOLOGIES**

We may use cookies and additional technologies such as pixel tags, web beacons and clear GIFs, and may permit our third party service providers to use these technologies. We use these technologies for purposes such as measuring the effectiveness of our advertisements or other communications, determining viewing and response rates, and determining which offers to present to you on our own or third party sites.

### **USING INFORMATION**

In addition to the uses described above, we use information for purposes as allowed by law such as: servicing; communicating with you; improving our website, products, or services; legal compliance; risk control; information security; anti-fraud purposes; marketing or personalizing the presentation of our products and services to you; tracking website usage, such as number of hits, pages visited, and the length of user sessions in order to evaluate the usefulness of our sites; and using read-receipt notifications in our email communications.

### **SHARING AND PRIVACY OF TRANSACTIONS**

We may share information with service providers with whom we work, such as data processors and companies that help us market products and services to you. When permitted or required by law, we may share information with additional third parties about your account or the transfers you make: (a) Where it is necessary for processing transfers or a transaction; (b) In order to verify the existence and condition of your account for a third party, such as a credit reporting agency or merchant; (c) In order to comply with a government agency or court order under applicable law; (d) If you give the credit union electronic or written permission; (e) To protect your account or the credit union from loss or liability. Additional information, other limitations and conditions are stated in our Privacy Policy which may be obtained on our home page at [Ent.com](http://Ent.com).

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

Telephone, write or email the credit union at the number or address shown in this disclosure as soon as possible if you think your periodic statement is wrong or if you need more information about a transfer listed on your periodic statement. You must notify us no later than sixty (60) days after we sent the first statement on which the problem or error appeared. Your notification must include the following:

1. Inform us of your name and account number.
2. Describe the error or the transfer in question and explain as clearly as you can why you believe it is an error or why you need more information.
3. Inform us of 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) business days. We will determine whether an error has occurred within ten (10) business days after we hear from you and 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 need additional time, we will provisionally credit your account within ten (10) business days (or twenty (20) business days if your account has been open for thirty (30)

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days or less) for the amount you think is in error. This provisional credit enables you to have the use of the money during the time it takes us to complete our investigation. If the error concerns an electronic fund transfer that is (1) a foreign-initiated transaction, (2) point of sale debit card transaction, or (3) a transaction occurring within the first thirty (30) days after a deposit to a new account, a 90-day investigation period in place of forty-five (45) days will apply. Please note that if we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days of our request, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will debit your account accordingly and send you a written explanation. You may request copies of the documents that we used in our investigation.

### **CHANGE IN TERMS NOTICE**

Notwithstanding any notice required by law, we reserve the right to change any of the terms of this Electronic Services Disclosure and Agreement and/or terminate your right to use electronic services at any time for any reason. Prior notice may not be given if an immediate change is necessary to protect the security of your account or the electronic funds transfer systems. Use of this service is subject to existing regulations and any future changes in those regulations. We reserve the right to change our third-party service provider(s) at our option at any time without notice to you.

### **NOTICES**

All notices from the credit union will be effective once they have been mailed or delivered to the last known address in the credit union's records, emailed to the primary account holder or posted electronically via the Internet. Notices from you will be effective when received by us at the address specified in this agreement or received via email on any credit union business day during regular business hours. You will promptly notify us of any email address changes.

### **AVAILABILITY OF FUNDS**

You agree not to exceed available funds in your accounts or credit limits previously established. You agree that available funds will be on deposit in your account at the time that you initiate any payment or funds transfer and will remain on deposit until any payment or funds transfer is finally paid.

### **ACKNOWLEDGMENT OF EXISTING ACCOUNT TERMS**

You understand and agree that all terms and conditions associated with your savings, checking, or other credit union accounts that are affected or accessed by electronic services still apply. You may reference Membership and Account Agreement and Important Account Information for our Members for further information.

### **OVERDRAFT PROTECTION FOR BILL PAY**

If your checking account balance is insufficient to pay checks, transfers or other incoming debit items presented to us for payment, we will advance funds in accordance with your overdraft protection plan either from your savings account(s) (subject to the limitations of Regulation D), your line of credit loan, or courtesy pay overdraft protection program established by the credit union.

At the time you open your checking account or are approved for a line of credit loan, you may select which option you want to have priority. We reserve the right to process all incoming debit items or transfers in any order and at any time we determine. We have no obligation to advance or transfer funds if at the time of a needed advance or transfer:

1. You have exceeded your credit limit on your personal line of credit loan, or exhausted your available account balances;
2. Your personal line of credit loan has been closed or you are in default as governed by your credit agreement or if you are in default on any other obligation to us;
3. Your checking account has been closed. You agree to pay us all funds advanced by us under any line of credit loan agreement or courtesy pay overdraft protection program established by the credit union. You also agree to pay any associated finance charge imposed and such service charges and fees as we may impose from time to time to pay, to clear or return debit items presented to us for payment from your account or process fund transfers and transactions; and/or
4. Your account has insufficient funds.

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## **LIEN AND SECURITY INTEREST**

You understand and agree that if you owe us money we may have a lien on your account as permitted by applicable law and you grant us a consensual security interest in any and all funds in all accounts that you are an owner, in any capacity, no matter what the source of funds in the account. At our discretion, we may exercise our right of set off and apply the funds from any account you are an owner, in any capacity, to pay off your obligations to us. Once you are in default, we may exercise this right without further notice to you.

## **STOP PAYMENTS**

You may request a stop payment on a check issued through the bill pay service with a refund into your account after the stop payment becomes effective. (The stop payment order is placed with our service provider.)

Please review Ent's Fee Schedule for stop payment fees.

1. You may request that a stop payment be placed on a bill payment made to a merchant (payee) through our bill pay option. The stop payment order will be effective if the credit union and service provider receives the order in time for them to act upon the order and you accurately state the account number, the amount, the merchant (payee's) name, payment confirmation number and the date. If you give us incorrect information, we will not be responsible for failing to stop payment. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment.
2. The stop payment order on a check will be in effect for six (6) months from the date of the stop payment order or until canceled by an account holder in writing. Ent is not obligated to notify you when a stop payment order expires.
3. An ACH stop payment order on a funds transfer or transaction will remain in effect until the earlier of (a) the withdrawal of the stop payment order by the account owners or online users, or (b) the return of a single debit entry or if applied to a specific originator, the return of all debit entries.
4. You should be aware that while payment of a funds transfer or transaction item may be stopped, you may remain liable to any person, including Ent, who is a holder of the item despite the stop payment order. You agree to indemnify and hold us harmless from all costs, including attorney's fees, damages or claims related to Ent's action in refusing payment of a funds transfer or transaction item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

## **ACKNOWLEDGMENT OF DISCLOSURES**

You agree that by using your password/PIN, or allowing another to use your password/PIN, that you have received a copy of and agree to be bound by the terms and conditions of the most recent Electronic Services Disclosure and Agreement and the Electronic Fund Transfers Disclosure contained in the "Important Account Information for our Members". You also agree to all terms and conditions contained in our "Membership and Account Agreement" which is a part of the above-mentioned disclosure. You further agree to the acceptance of notices, periodic statements, disclosures and agreements by means of electronic delivery. You authorize us to contact you without restriction by telephone, email, text message or in writing to administer your account regarding the processing of transaction and the prevention of fraudulent transactions you have the right to opt-out of specific contact methods by contacting the credit union at the address, telephone number or email address listed herein.

## **APPLICABLE LAW**

This agreement shall be construed and interpreted in accordance with the laws of the State of Colorado, except to the extent that federal law applies. It is also governed by the bylaws and policies of Ent Credit Union and National Automated Clearing House Association (NACHA) rules as amended from time to time.

## **TERMINATION OF ELECTRONIC FUNDS TRANSFER SERVICES (EFT)**

You may terminate this agreement or any EFT service under this agreement at any time by notifying us in writing or via email on any credit union business day during regular business hours. You agree to discontinue use of your password/PIN immediately. You agree that termination will become effective if adequate time is provided to Ent to act upon your termination request. You also agree to notify any participating merchants (payees) or other financial institutions that authority to make bill payment and funds transfers has been revoked.

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Ent may also terminate this agreement at any time by notifying you verbally, electronically or in writing. If we terminate this agreement, we may notify any participating merchants making any preauthorized debits or credits to any of your accounts that this agreement has been terminated and that the credit union will not accept any further preauthorized transaction instructions. We may also program our processing systems not to accept your password/PIN for any EFT service. As a security precaution, Ent may terminate your service if it has not been accessed for sixty (60) days or longer. Whether you or the credit union terminates this agreement, the termination shall not affect your obligations under this agreement for any EFT made prior to termination.

### **ENFORCEMENT**

In the event either party brings legal action to enforce the agreement or collect overdrawn funds on accounts accessed under this agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, not to exceed the statutory 15 percent (15%) limitation, including fees on any appeal, bankruptcy proceedings and any post judgment collection actions, if applicable. If there is a lawsuit, you agree that it shall be filed and heard in El Paso County in the State of Colorado.

## **Supplemental Bill Pay Terms and Conditions**

### **PAYMENT SCHEDULING**

The earliest possible deliver by date for each payee (typically five (5) or fewer business days from the current date) will be designated within the application when you are scheduling the payment. When scheduling payments, you must select a deliver by date that is no later than the actual due date reflected on your billing statement unless the due date falls on a non-business day. If the actual due date falls on a non-business day, you must select a deliver by date that is at least one (1) business day before the actual due date. Deliver by dates must be prior to any late date or grace period.

Due to circumstances beyond the control of the bill payment service, particularly delays in handling and posting payments by payees or financial institutions, some transactions may take longer to be credited to your account. The bill payment service will not be responsible for any late payment related charges should a payment post after its due date regardless if the payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods.

### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the bill payment service with accurate names and account information of payees to whom you wish to direct payments, you authorize the bill payment service to follow the payment instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the bill pay service may edit or alter payment data or data formats in accordance with payee directives. When the bill pay service receives a payment instruction, you authorize the bill pay service to debit your payment account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the scheduled payment due date designated by you. You also authorize the bill pay service to credit your payment account for payments returned to the bill pay service by the United States Postal Service or payee.

The bill pay service will use its best efforts to properly make all your payments; however, Ent or the bill pay service shall incur no liability and any service guarantee shall be void if the bill pay service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. Your payment account does not contain sufficient available funds to complete the transaction or the transaction would exceed the credit limit of any overdraft protection programs;
2. The payment processing center is not working properly and you know or have been advised by the bill pay service about the malfunction before you execute the transaction;
3. You have not provided the bill pay service with the correct payment account information, or the correct name, address, phone number, or account information for the payee; and/or,

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4. Circumstances beyond the control of the bill pay service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the bill pay service has taken reasonable precautions to avoid those circumstances.

#### **PAYMENT METHODS**

The bill pay service reserves the right to select the method in which to remit funds on your behalf to your payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. Funds remitted to the payee are deducted from your payment account on the send on date or on the date a check is presented for payment.

#### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any scheduled payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a scheduled payment. Once the bill pay service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

#### **PROHIBITED PAYMENTS**

There are various types of payments that may be blocked or prohibited by the bill pay service. For example, payments to payees outside of the United States or its territories, tax or court ordered payments. You agree not to initiate any payments that would violate laws of the United States of America or the state of Colorado.

#### **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your payees directly if you do not receive your statements. In addition, if you elect to activate one of the bill pay service's electronic bill options, you also agree to the following:

Information provided to the payee – The bill pay service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic payee. Any changes will need to be made by contacting the payee directly. Additionally, it is your responsibility to maintain all Usernames and Passwords for all electronic payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The bill pay service may, at the request of the payee, provide to the payee your email address, service address, or other data specifically requested by the payee at the time of activating the electronic bill for that payee, for purposes of the payee informing you about services and/or other billing information.

Activation – Upon activation of the electronic bill feature the bill pay service may notify the payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from payee to payee and may take up to sixty (60) days, depending on the billing cycle of each payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic payee reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data – Your activation of the electronic bill feature for a payee shall be deemed by us to be your authorization for us to obtain bill data from the payee on your behalf. For some payees, you will be asked to provide us with your user name and password for that payee. By providing us with such information, you authorize us to use the information to obtain your billing data.

Notification – The bill pay service will use its best efforts to present all of your electronic bills promptly. It is your responsibility to periodically log in to the bill pay service and check on the delivery of new electronic bills. The time for notification may vary from payee to payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from payee to payee. It may take up to sixty (60) days depending on the billing cycle of each payee. The bill pay service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

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Non-delivery of electronic bill(s) – You agree to hold the credit union and bill pay service harmless should the payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the payee directly.

Accuracy and dispute of electronic bill – The bill pay service is not responsible for the accuracy of your electronic bill(s). The bill pay service is only responsible for presenting the information we receive from the payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the payee directly. This agreement does not alter your liability or obligations that currently exist between you and your payees.

#### **EXCLUSIONS OF WARRANTIES**

THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

The credit union and bill pay service may terminate or suspend service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this agreement.

#### **BILLER LIMITATION**

The credit union or bill pay service reserves the right to refuse to pay any payee to whom you may direct a payment. The credit union or bill pay service will notify you promptly if it decides to refuse to pay a payee designated by you. This notification is not required if you attempt to make an excluded, prohibited or legally blocked payment under this or any agreement you have with the credit union.

#### **INFORMATION AUTHORIZATION**

Your enrollment and continued use in the bill pay service may not be fulfilled if the bill pay service cannot verify your identity or other necessary information. Through your enrollment in the bill pay service, you agree that the credit union or the bill pay service reserves the right to request a review of your credit rating at its own expense through an authorized credit bureau. In addition, you agree that the credit union or bill pay service is authorized to obtain financial information regarding your account from a payee or your financial institution (for example, to resolve payment posting problems or for account ownership verification).

### **Electronic Document Delivery and Signature Consent**

#### **SCOPE OF YOUR CONSENT**

By clicking on an Agree, Consent, Submit or Yes button, you are expressly accepting, consenting and confirming using "Electronic Document Delivery" and "Electronic Signatures" as those terms are defined in the Electronic Signatures in Global and National Commerce Act ("E-SIGN"). You further agree you have the authority to and do consent to use Electronic Document Delivery and Electronic Signatures in place of written paper documents and ink signatures; consent to execute the Electronic Document Delivery and processes electronically and understand that these Electronic Document Delivery will govern your account; are able to view this Electronic Document Delivery and Signature Consent; are able to download and review files in Adobe Reader; have an account with an Internet service provider; are able to send email and receive email with hyperlinks to Web sites; are accepting this Electronic Document Delivery and Signature Consent with your legally binding signature just as if you had executed this disclosure on paper; and this Electronic Document Delivery and Signature Consent is in a form you can print and keep for reference. Your acceptance of this agreement on one access device constitutes your acceptance on all access devices. Your continued use of online and electronic services on any access device is your reaffirmation of this agreement.

#### **WITHDRAWING CONSENT**

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You may withdraw your consent at any time by canceling this electronic transaction or process and selecting an alternative option. You may withdraw consent by contacting us at (719) 574-1100 or 800-525-9623.

#### **REQUIRED HARDWARE AND SOFTWARE**

Pre-release (e.g. beta) versions of operating systems and browsers are not supported. For the current list of supported browsers please visit <https://online.ent.com/Banking/SupportedBrowsers.aspx>. Additional system settings include **PDF Reader:** Acrobat® or similar software may be required to view and print PDF files

**Screen Resolution:** 800 x 600 minimum

**Enabled Security Settings:** Allow per session cookies

Current Email Address Required. If your email address changes, contact us by email at Service@Ent.com, call us at (719) 574-1100, 800-525-9623 or write to us at Ent Credit Union, P.O. Box 15819 Campus Drive, Colorado Springs, CO 80935.

By clicking on an Agree, Consent, Submit or Yes button, you are expressly accepting and consenting to this agreement and enrollment in the electronic presentment of documents while your account remains open.

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