

WESTERN DIVISION FEDERAL CREDIT UNION

WEBSITE & MOBILE APP PRIVACY POLICY

Most Recent Management Review / Revision: April 2022

Most Recent Board Review and Re-Approval: September 2021

Western Division Federal Credit Union respects the personal and financial privacy of all of its members. We are committed to protecting the information on and within our Website, Online Banking and Mobile App. These services are provided by a separate entity, CUAnswers. This provider only receives information as permitted by law and is subject to contractual confidentiality provisions restricting any release and use of nonpublic personal information. The following information will help you to understand how we protect the information gathered.

Western Division may collect Personal Information such as:

- user name
- e-mail addresses
- Internet Service Provider address
- access time and date
- failed login attempts
- telephone number

Western Division may collect Non-Personal Information such as (through Google's Universal Analytics):

- date and time of your visit
- pages and documents that you viewed
- URL of the website you visited before ours
- domain name of which you are accessing our website
- type of version of your web browser and operating system

We collect this information for internal reporting of web site statistics, and product monitoring to improve our services. Information obtained from our web site is kept secure, and access to that information is limited with the credit union personnel who need to know the information to provide products or services to our members and to properly operate the credit union. We may gather information that is not personally identifiable to you so that we can evaluate the usefulness of our website. This may include the number of hits, pages visited and the length of user sessions.

E-MAIL

Western Division asks that you do not send confidential information to us via e-mail. This is not necessarily safe against interception. NEVER will the credit union solicit you for passwords, PINs or other confidential information. If your communication is sensitive, or includes personal information such as account numbers, credit card numbers, personal identification numbers, social security numbers, or date of birth, you should use the phone; mail, secure email, secure text or secure contact form (ItsMe247). Western Division will, likewise, not transmit sensitive or personal information that can compromise or violate a user's privacy when communicating.

TEXT

As stated in our Membership Agreement and/or by texting to Western Division, you are opting in to our text communication service. Standard text messaging rates and data charges may apply. Contact your carrier for details. TO UNSUBSCRIBE, TEXT "STOP" to (716) 632-9328 or (716) 500-5626.

Fees

There is no cost to use the text messaging service. However, some cellular providers may charge for text messaging. Please contact your cellular provider for the specifics of your plan and its text message charges.

Security

Western Division will use secure systems to safeguard your cell number and privacy. There is no direct connection to text communications and your account details. Also all text messages from us will include our identifying logo in the text. This service is provided by a separate entity, Text Request. This provider only receives information as permitted by law and is subject to contractual confidentiality provisions restricting any release and use of nonpublic personal information.

ONLINE BANKING CONFIDENTIALITY AND SECURITY

When you conduct an online transaction or use a service through Online Banking, such as obtaining account information, transferring funds between accounts, paying a bill or completing an application, we request information from you online through our secure Online Banking site. This information is needed so that we can follow your instructions or review your request or application or so that you can perform a transaction. In these cases, we only collect the information necessary to interact with you and to respond to your requests or instructions.

Online Banking account requires the member to use a login name that is not the member number account, to protect account information. Additionally, a complex password is required, and we use 2 factor authentication, whereas user is presented with a challenge question and response. When using Online Banking we provide a number of additional security features at Western Division. After logging in, your online "session" will "timeout" after 5 minutes of inactivity and you will be automatically logged off. This prevents other individuals from accessing your personal information in case you have left your device unattended without logging out. When you submit your password, it is compared with the password we have stored in our secure database. We allow you to enter your password incorrectly three times. If you enter your password incorrectly more than three times, your access to Online Banking will be locked until you call us to reactivate the account. We monitor and record "bad login" attempts to detect any suspicious activity, such as someone trying to guess your password.

Your Western Division information is password-protected and uses 2 factor authentication. We use industry-standard SSL encryption to protect data transmissions. When logging into any Online Banking Service, you will receive a pop-up window or agreement. By accepting this agreement you are accepting the policies and procedures of that service and it's provider.

MOBILE APP

This agreement contains the terms that govern your use of the Mobile App services. You may use this service to access your accounts on a mobile device. By using Mobile Banking to access an account you are agreeing to the terms of this Agreement which supplements the Account Agreements and Disclosures provided at the time of installation.

Western Division does not charge a fee for this service; however, standard data rates from your mobile service provider may still apply. You agree that, when you use the Mobile App, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but

not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements.

Description of Service

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, view account balances, and view account detail and history, etc. We may reserve the right to modify the scope of the Service at any time. Western Division cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of range” issues.

Use of Service

You agree to accept responsibility for making sure you understand how to use Mobile App and that you will contact us directly if you have any problems. You will also accept responsibility for making sure that you know how to properly use your Device and Western Division will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

Equipment and Software

Mobile phones and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as “viruses”) which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. Western Division will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. Furthermore, will also not be responsible if any non-public personal information is accessed via Device due to any of the above named viruses residing or being contracted by your Device at any time or from any source.

ONLINE FORMS & SERVICES

Western Division uses a secure socket layer (SSL) encryption to protect the transmission of information you submit to us when you use our secure online forms. When you communicate with us, we collect only the personal information that is necessary to conduct our business.

INTERNET ACCESS FEES AND TELEPHONE CHARGES

You agree to be solely responsible for any telephone charges, internet access fees, and other such similar fees and expenses you incur by accessing Western Division through this site. Please note that these fees may be assessed and billed separately by your online service provider or phone company.

CHANGES TO PRIVACY POLICY

Western Division may update this policy. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified on your account or by placing a prominent notice on our site or message through Online Banking.

CHILDREN

Western Division does not knowingly solicit data from children. We recognize that protecting children's identities and privacy on-line is important and the responsibility to do so rests with both the online industry and parents.

COOKIES

Cookies are a feature of web browser software that allows web servers to recognize the computer used to access a website. They are small bits of data that are stored by a user's web browser on the user's hard drive. Western Division uses internet cookies for the sole purpose of getting analytics information to provide relevant services to customers.

LINKS

Western Division's site contains links to other sites outside of our website. This privacy statement does not apply to those other sites. We provide these links for education purposes or that may be of interest to our members. We will advise when clicking on these links that it will take you outside of the Western Division website. Western Division does not control and is not responsible for the content, availability, privacy or security policies practiced by these third-party websites.

INTERRUPTION OF SERVICE

At certain times, Western Division's website may not be available due to system maintenance or circumstances beyond our control. Western Division (via our provider CUAnswers) conducts frequent and regular backups of your information and utilizes redundant information practices to protect your information from being erroneously altered due to unintentional errors and equipment malfunctions.

EMPLOYEE SECURITY STANDARDS

Western Division maintains information standards and procedures that include physical and electronic safeguards, restricting access to those with a need-to-know position and training employees on the importance of information security.

ACCESSIBILITY POLICY

It is the policy of Western Division that information and services on this site were designed to be accessible to people with disabilities in compliance with the Americans with Disabilities Act (ADA).

SECURITY

This site is maintained by Western Division Federal Credit Union in conjunction with our provider CUAnswers. Unauthorized attempts to upload information and/or change information on this site is strictly prohibited and will result in reporting the offense to the authorities for prosecution. For security purposes, we use software programs to monitor traffic to identify unauthorized attempts to cause damage.

ENFORCEMENT

Western Division has staff who monitor and ensure the terms of this policy. Questions regarding this policy should be directed to memberservice@westerndivision.org and will be forwarded to our Compliance Officer. You may also reach us at (716) 632-9328.