

CONSOLIDATED COMMUNITY CREDIT UNION ONLINE BANKING ACCESS AGREEMENT & DISCLOSURES

This agreement is the contract that covers your and our rights and responsibilities concerning Online Banking Access services offered to you. In this agreement, the words "you" and "yours" mean those who sign the Membership Application or any Online Banking Access authorization form. The words "we," "us," and "our" mean the Consolidated Community Credit Union (CCCU). The word "account" means any one or more share accounts you have with the Credit Union.

By signing a Membership Application or completing and transmitting an account authorization form on the Online Banking Access service, you agree to the following terms governing your and our rights and responsibilities concerning the Online Banking Access electronic fund transfer services. Electronic funds transfers (EFTs) are electronically initiated transactions involving your deposit accounts at CCCU through your personal computer (Online Banking).

1. Online Banking Access Services. Upon approval, you may use your personal computer to access your accounts. You must use your Username code along with your security Password to access your accounts. The Online Banking service is accessible seven (7) days a week, 24 hours a day. You will need a personal computer or access to the Internet (World Wide Web). The online address for Online Banking service is www.consolidatedccu.com. You are responsible for the installation, maintenance and operation of your computer. CCCU will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, you may use the Online Banking service to:

- Transfer funds between your savings and checking accounts.
- Make deposits to your savings or checking accounts using the online deposit service.
- Review account balance, transaction history, and tax information for your savings, checking, and loan accounts.
- Transfer funds to accounts of other members you authorize for any of your accounts.
- Review information on your loan accounts including payoff amounts, due dates, finance charges, interest rate, and balance information.
- Review past monthly statements from up to three years prior.
- Make bill payments from your ~~checking~~ designated account(s).
- Request that a withdrawal from any savings, checking, or loan account be mailed to you in check form.
- Communicate with CCCU using the electronic mail (e-mail) feature.
- Initiate person to person (P2P) payments through Paypal using our P2P service.
- Initiate ACH transfers to accounts outside the credit union using our A2A service.

Transactions involving your deposit accounts, including checking account stop payments, will be subject to the terms of your Membership and Account Agreement, as applicable. Transactions involving a Line of Credit account will be subject to your Loan Agreement and Disclosures, as applicable.

2. Mobile Banking Service. Mobile Banking Service is a personal financial information management service that allows you to access account information, make deposits to your accounts, make payments to merchants who have previously consented to accept payments, make P2P payments,

and make other financial transactions through our Online Banking service using compatible and supported mobile phones and wireless devices ("Wireless Devices"). You understand that the Mobile Banking Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The services that you may access through our Mobile Banking Service are the same account and service transactions available through our Online Banking service. When you register for the Mobile Banking Service, the designated accounts and bill payment payees linked to your account through Online Banking will be accessible through our Mobile Banking Service.

3. **Friends and Family Access Designation.** You may designate other persons who are authorized to obtain information and conduct transactions on your account through Online Banking or Mobile Banking. Such authorization will be unlimited unless our service permits you to limit the authorization and you take the necessary steps to do so. This means that persons you designate will be able to view information on all accounts on which you are an owner and loans on which you are a borrower, and to transfer funds among the accounts or to other accounts that you do not own. All transactions conducted by someone you designate will be authorized just the same as if you had conducted the transaction yourself. The access designation will remain in effect until you notify us that you have revoked it in accordance with the instructions provided.
4. **Online Banking Access Service Limitations.** The following limitations on Online Banking transactions may apply:
 - a. **Transfers.** You may make funds transfers to your other accounts as often as you like. However, transfers from your savings accounts 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. CCCU 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.
 - b. **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 any ATM deposit transactions and our Funds Availability Policy.
 - c. **E-Mail.** CCCU may not immediately receive e-mail communications that you send and will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact CCCU immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 6.
 - d. **Online Bill Payments.** The Online Bill Pay service is subject to the terms and conditions of the Online Bill Pay Agreement and Disclosures provided when you enroll in the service. You may schedule Bill Payments for up to a maximum of forty-five (45) payees located in the United States. You may not use the Online Bill Pay service to make payments to federal, state or local governments or other categories of payees we so designate from time to time. You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either variable (i.e. payments on merchant charge accounts that vary in amount) or fixed (i.e. fixed mortgage payments). When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account. We will process bill payment transfer requests only to those creditors CCCU has designated in the User Instructions and such creditors as you authorize and for whom CCCU has a proper vendor code number. CCCU will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, CCCU will not be liable for any transaction that contains incorrect information that the Credit Union 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. CCCU reserves the right to refuse to process payment instructions that

reasonably appear to the Credit Union to be fraudulent or erroneous. CCCU will withdraw the designated funds from your account for the bill payment transfer by midnight on the date you schedule for payment and will process your bill payment transfer within one (1) business day of the date you schedule for 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 variable or fixed bill payments 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 variable or fixed payment that you have already scheduled for transmission through the Online Banking service, you may electronically edit or cancel your payment request through the Online Banking service. Your cancellation request must be entered and transmitted through the Online Banking service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment.

If you wish to place an oral stop payment on a fixed bill payment transaction, not using the Online Banking service, CCCU must receive your oral stop payment request at least three (3) business days before the payment is scheduled to be made. You may call CCCU at the telephone number set forth in Section 6 to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within 14 days after the call.

e. P2P Service. P2P transfers are subject to the following limitations:

- You may not initiate any one transfer in excess of \$3,500.00.
 - You may not initiate transfers totaling more than \$20,000.00 in any month
- PayPal may, at its discretion, impose limits on the amount of money you can send through the P2P Payments service (in addition to any limits we set).

f. A2A Service. A2A transfers are subject to the following limitations:

- Daily Transfer limit is \$3,500.00

5. Mobile Banking Service Limitations and Conditions.

- a. Conditions of Use.** You are fully responsible for understanding how to use the Mobile Banking Service before you actually do so and must use the Mobile Banking Service in accordance with any use or operational instructions posted on our website. You are also responsible for your use of your Wireless Device and the Mobile Banking Service software provided to you. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service, the software or your Wireless Device. You may experience technical or other difficulties related to the Mobile Banking Service that may result in loss of data, personalization settings or other Mobile Banking Service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking Service. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network which you utilize to access the Mobile Banking Service. Financial information shown on the Mobile Banking Service reflects the most recent account information available through the Mobile Banking Service, and may not be current. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.
- b. Security Access.** You agree not to give or make available your Mobile Banking Service Personal Identification Number (PIN) or other means to access your account to any unauthorized individuals. You are responsible for all transactions you make or authorize using Mobile Banking Service. If you permit other persons to use your Wireless Device and PIN or other means to access Mobile Banking Service, you are responsible for any transactions they make or authorize. If you

believe that your PIN, Wireless Device or other means to access your account has been lost or stolen or that someone may attempt to use the Mobile Banking Service without your consent, or has transferred money without your permission, you must notify us promptly.

- c. **Relationship to Other Agreements.** You agree that when you use the Mobile Banking Service, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or telephone provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Mobile Banking Service. For example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Mobile Banking Service, including while downloading any software, receiving or sending Mobile Banking Service text messages, or other use of your Wireless Device when using the Mobile Banking Service.
- d. **Changes or Cancellation.** You may cancel your participation in the Mobile Banking Service by calling us at the telephone number set forth in Section 6. We reserve the right to change or cancel the Mobile Banking Service at any time without notice. We may also suspend your access to the Mobile Banking Service at any time without notice and for any reason, including but not limited to, your misuse or non-use of the Mobile Banking Service.

6. Mobile/Online Deposit Capture Service Terms and Conditions.

- a. **Mobile/Online Capture Service.** Mobile/Online Capture service allows you to make deposits to your accounts using compatible and supported mobile phones and/or other compatible and supported Mobile Devices. You must designate a Credit Union savings, checking or loan account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with a Deposit Capture service. The Credit Union shall provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to the service.

- b. **Your Responsibility for Deposit Capture Services.**

- (i) **Funds Availability.** Funds from items deposited through a Deposit Capture service will be available on the day the item is cleared by the payor bank and CCCU has been given credit. There may be additional holds on deposited items as set forth in the CCCU's Funds Availability disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited by a Deposit Capture service are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. You agree that the scanning and transmitting of checks does not constitute receipt by CCCU. Acknowledgment of receipt or delivery does not constitute an acknowledgment by CCCU that the transmission of a check or items does not contain errors or that funds will be available.

- (ii) **Deposit Acceptance.** You agree that CCCU may at any time, in its sole discretion, refuse to accept deposits of checks from you by a Deposit Capture service. In the event that a Deposit Capture service is interrupted or is otherwise unavailable, you may deposit checks in-person at a CCCU branch, via night drop, mail or any other contractually acceptable method.

- (iii) **Responsibility for Scanning.** You are solely responsible for scanning deposit items, accessing the service from the Credit Union and for maintaining your mobile device. You are responsible for the payment of all telecommunications expenses associated with the service. CCCU shall not be responsible for providing or servicing any scanning equipment or mobile device of yours.

- (iv) **Deposit Requirements.** You agree that you will only use a Deposit Capture service to deposit checks drawn on financial institutions within the United States. You must deposit checks not falling within this requirement in person, using a night drop facility or by U.S. Mail. You agree that each check you submit for deposit through a Deposit Capture service will meet the image quality standards established in American National Standards Institute's standard X9.37.

(v) Check Retention & Destruction. You understand and agree that all deposit items belong to you and not to CCCU and that those items shall be handled in accordance with this agreement. After receipt by CCCU of any transmission by you of imaged items for deposit to your account, CCCU will acknowledge by electronic means its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Remote Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Remote Deposit Capture service) and (ii) unauthorized use of information derived from the original checks. When you destroy and dispose of the original checks pursuant to the requirements of this agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.)

(vi) Financial Responsibility. You are solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the service. CCCU shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions you may give to CCCU, for your failure to access the service properly in a manner prescribed by CCCU, and for your failure to supply accurate input information.

(vii) Account Reconciliation. You will verify and reconcile any out-of-balance condition, and promptly notify CCCU of any errors within the time periods established in the Help File (exclusive of weekends and applicable holidays) after receipt of the applicable detail report from CCCU. If notified within such period, CCCU shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

c. Conditions & Limitations of Deposit Capture Service.

(i) Presentment Prohibitions. You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any Substitute Check that has already been presented for deposit via the Deposit Capture service or (ii) any original check, the Substitute Check of which has already been presented for deposit via the Deposit Capture service. In the event that the you or any third party presents, or attempts to present, a deposit in violation of this subsection, you agree to defend, indemnify, and hold CCCU and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by CCCU from any other deposit accounts with CCCU in its sole discretion. You further acknowledge that you and not CCCU are responsible for the processing and handling of any original items which are imaged and deposited utilizing the service and you assume all liability to the drawer of any item imaged using the service or liability arising from CCCU's printing of any substitute check from those images.

(ii) Your Representations and Warranties. You represent and warrant: (i) that you will comply with all federal and state laws, and rules and regulations applicable to Deposit Capture transactions, including those of the National Automated Clearing House for ACH transactions; (ii) that all checks scanned through image transport are made payable to you; (iii) that all signatures on each check are authentic and authorized; and (iv) that each check has not been altered. In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold CCCU and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize CCCU to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

d. Credit Union's Obligations.

(i) Financial Data. We will transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. We shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by CCCU of its normal procedures for maintaining the confidentiality of information relating to you, and where practicable the obtaining by CCCU from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care). We will retain any substitute checks we generate for seven (7) years.

(ii) Exception Items. When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any account with CCCU, you shall only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if CCCU does not initially identify an electronic image as an Exception Item, the substitute check created by us may nevertheless be returned to us because the electronic image is deemed illegible by a paying bank.

e. Warranties & Disclaimer of Warranties. By using the Deposit Capture service you are converting an original check to a substitute check. Therefore, you understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Credit Union and Truncating Credit Union, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check that allows for the creation of a substitute check that clearly and accurately represents the information on the front and back of the original check. CCCU and its agents may, but shall have no obligation to, screen items or Substitute Checks for legal compliance. You agree to defend, indemnify, and hold CCCU and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute checks.

7. Security of Password. The personal identification number or password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying CCCU and changing your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is

changed. If you fail to maintain the security of these passwords and CCCU suffers a loss, we may terminate your electronic funds transfer and account services immediately.

- 8. Member Liability.** You are responsible for all transfers you authorize using the Online Banking services under this agreement. If you permit other persons to use your password, 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 password and accessed your accounts without your authority. Telephoning CCCU as soon as possible is the best way of keeping your possible losses down. For Online Banking transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account 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 password, 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. Your liability for unauthorized loan transactions through the Online Banking service is \$50.

Also, if your statement shows Online Banking 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 be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at (503) 232-8070 or 1 (800) 444-8115, e-mail: mail@consolidatedccu.com or write to:

Consolidated Community Credit Union
1033 NE 6th Ave
Portland, OR 97232

- 9. Special P2P Terms.** P2P payments powered by PayPal is a service that allows users to send money via Online Banking or Mobile Banking to others using a cell phone number or an email address through the PayPal network. Sending money does not require you to have a PayPal Account.

- a. PayPal's Relationship with You.** PayPal is a payment service provider. PayPal helps you make payments to third parties. PayPal is an independent contractor for all purposes, except that PayPal acts as your agent with respect to the custody of your funds only. PayPal does not have control of, or liability for, the payment for products or services with our service. We are not responsible for the identity of any recipient to whom you have authorized a payment or ensure that a recipient will complete a transaction.

"PayPal.com", "PayPal", and all logos, related to the service, are either trademarks or registered trademarks of PayPal or its licensors. You may not copy, imitate or use them without PayPal's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the PayPal website, any content thereon, the services, the technology related to the PayPal services, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property of PayPal and its licensors.

- b. Eligibility for P2P Payments.** You authorize the Credit Union and PayPal, directly or through authorized third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your Information against third party databases or through other sources. The Credit Union will, at its sole discretion, authorize the use of P2P and may at its sole discretion disallow the use of P2P payments from any Credit Union member.

c. Making Transfers.

- i. Transfers.** When an Online Banking P2P Payment is made, the funds are immediately transferred from your account for Transfer and are credited to PayPal to provide funds to the recipient. You agree that such requests constitute your authorization to us and PayPal to make the Transfers. Once you have provided your authorization for the Transfer, you may not be able to cancel the electronic Transfer.
- ii. Refused and Refunded Transactions.** When you send money, the recipient is not required to accept it. You agree that you will not hold PayPal or the Credit Union liable for any damages resulting from a recipient's decision not to accept a payment made through the service. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Account within 30 Days of the date you initiate payment. If a recipient does not have an account with PayPal, and does not set one up within 30 days of your transaction date, you can request that the funds are returned to you before the 30 day period by using the return function in the online banking P2P screen.

10. Special A2A Terms. You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulation designed to prevent Money Laundering and laws prohibiting internet gambling. If any of your Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this Service. If you do not give such consent, you should not use that account and we will terminate your use of Service if we are notified of such situation.

- a. Authorization to Transfer Funds.** You represent to the Credit Union that you own each Eligible Credit Union Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, you authorize the Credit Union to execute and charge your Eligible Credit Union Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to your Eligible Credit Union Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when your A2A transfer requests are made in accordance with the procedures established by the Credit Union. You agree that the Credit Union has no obligation to execute any request for a transfer using A2A transfer that is not initiated in accordance with such procedures. You understand that acceptance and processing of an A2A transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until you have informed the Credit Union and the Credit Union has had a reasonable opportunity to act on it. You agree that the Credit Union is relying upon the information you provide in originating an A2A transfer on your behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding your Verified Account are your responsibility. You agree that if A2A transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that financial institutions holding your Verified Accounts may not investigate discrepancies between names and numbers and the Credit Union has no responsibility to investigate discrepancies between names and account numbers. Not all types of accounts are available for funds transfer service. For example, retirement, business or corporate accounts. Also you must check with your financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution. All funds transfers are also subject to the rules and regulations governing the relevant Verified Accounts. You agree not to request any A2A transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

- b. Account Set-up and Verification.** The Credit Union will initiate a funds transfer request for you when you access your Eligible Credit Union Account(s) through the Online Banking service using the established login credentials. The Credit Union's procedures are designed to authenticate your identity before accepting a request for an A2A transfer but not to detect errors in the content of your instructions. You authorize the Credit Union to verify your account at another financial institution ("Third Party Account") through the use of a trial transfer, in which three low value transactions will be made between the accounts. Once the verification process is successful, each Third Party Account will become a Verified Account. You agree to verify online the amounts of such deposits and/or withdrawals. Upon your request, we will make electronic transfers from your designated and active Eligible and Verified Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this Service constitute your written authorization for such transfers. You understand that your bank may limit the number of transactions that you authorize using your savings or money market account.
- c. Transfer Requirements and Conditions.** Your request for a transfer will be executed on the next Business Day so long as it is initiated by the cutoff time of 11:00 a.m. PST. If your request for a Standard transfer is received by the Credit Union on a day that is not a Business Day or on a Business Day after the established cut-off hour, we will not process your request until the next Business Day.
We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (i) any of your Credit Union accounts are not current or are not in good standing, (ii) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months, or (iii) you have had any prior transfer to or from a non-Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
- d. Modifying or Cancelling Pending Transfers.** Pending transfer instructions can be cancelled or modified until the status changes to "In Process". Transfer Instructions cannot be cancelled or modified after cut-off time on the transfer date. If you close any of your Eligible or Verified Accounts, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.
- e. Rejection of an A2A transfer Request.** The Credit Union reserves the right to reject your funds transfer request. The Credit Union may reject a request if the dollar value of one or more of your transfer requests exceed the daily or monthly transfer limit if you have insufficient available funds in your Eligible Credit Union Account for the amount of the A2A transfer, if your request is incomplete or unclear, if the Credit Union identifies a security risk related to a requested transfer or if the Credit Union is unable to fulfill your request for any other reason. You understand that if the Credit Union rejects a request for an A2A transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session or by e-mail as soon thereafter as the Credit Union has determined to reject the request.
- f. Cancellations, Amendments or Recalls.** You may cancel or amend a funds transfer request only if the Credit Union receives your request prior to the execution of the funds transfer request and at a time that provides the Credit Union with a reasonable opportunity to act upon that request. The Credit Union shall not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request. You further agree that the Credit Union shall not be responsible for any delay, or failure to execute your funds transfer request due to circumstances beyond the Credit Union's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the bank or execution of such request by the bank,

whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank

- 11. Business Days.** Our business days are Monday through Friday. Holidays are not included.
- 12. Fees and Charges.** Your normal account charges will continue to apply as set forth on the Rate and Fee Schedule. You agree the following fees and charges may apply:
 - a. EFT Fees.** There are no Credit Union charges for electronic funds transfer services except as set forth in this Agreement and the Fee Schedule. Your normal account charges will continue to apply as set forth on the Fee Schedule.
 - b. Mobile Banking Service Charges.** There are no service charges for use of the Mobile Banking Service at this time. However, you agree to pay related account transaction fees and charges in accordance with our current fee schedule and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with the Mobile Banking Service. In the future, we may add to or enhance the features of the Mobile Banking Service and by using such added or enhanced features, you agree to pay any applicable fees.
 - c. ATM Surcharges.** You should be aware of transaction surcharges that may be accessed by owners of an ATM or POS terminal for use of their equipment. These surcharges will be included in the transaction amount posted to your account.
 - d. Overdraft Fees.** If you conduct an ATM or debit card transaction or you conduct any other electronic funds transfer and overdraw your account, you agree to pay an overdraft fee as set forth on the Rate and Fee Schedule.
- 13. Right to Receive Statements.** Transfers and withdrawals transacted through Online Banking will be recorded on your periodic statement. You will receive a statement monthly.
- 14. Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:
 - a. As necessary to complete transfers;
 - b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
 - c. To comply with government agency or court orders;
 - d. If you give us your permission.
- 15. 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, we will be liable for your transaction losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by Online service providers or by an agent or subcontractor of any of the foregoing. We or the service providers shall not be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Online Banking services, Online Bill Pay services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Online Banking and Online Bill Pay services and may have referred to such communication as "secured," we cannot and do not

provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. CCCU will not be liable for the following:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- b. If you used the wrong password or you have not properly followed any applicable computer or Credit Union user instructions for making transfer and bill payment transactions.
- c. If your computer fails or malfunctions or the Online Banking services was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond your control (such as fire, flood, telecommunication outages or strikes, or equipment or power failure) prevent making 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 CCCU complete, correct and current instructions so the Credit Union can process a transfer.
- g. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- h. If the error was caused by a system beyond CCCU's control such as a telecommunications system or Internet service provider, any computer virus, or problems related to software not provided by the Credit Union.
- i. If there are other exceptions as established by CCCU.

16. Termination of Electronic Fund Transfer Services. You agree that we may terminate this agreement and your electronic fund transfer services if you, or any authorized user of your Online Banking services or password, breach this or any other agreement with us; if we have reason to believe that there has been an unauthorized use of your accounts or password; if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction; if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. In addition, we reserve the right to terminate the service if you fail to use the service for more than two consecutive billing cycles.

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. Termination of this agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

17. Notices. CCCU reserves the right to change the terms and conditions upon which this service is offered. CCCU will mail notice to you at least twenty-one (21) days before the effective date of any change, or as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

18. Billing Errors. In case of errors or questions about your Online Banking transactions, telephone us at one of our phone numbers or write us at the address set forth in Section 6, paragraph 4 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.

- Tell us your name and account number.
- 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.
- 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) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. However, if we need more time, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

- 19. Enforcement.** You agree to be liable to CCCU for any liability, loss, or expense as provided in this agreement that CCCU incurs as a result of any dispute involving your accounts or services. You authorize CCCU 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 state of Oregon 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 Oregon 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.