

III. ELECTRONIC FUNDS TRANSFER AGREEMENT

This Agreement is the contract, which covers your and our rights and responsibilities concerning the Electronic Services including: Online and Mobile Banking, Online Bill Pay, Electronic Transfers, ATM and Visa Debit Cards, Telephone Teller, Direct Deposit, Mobile Deposit and Online Deposit services (collectively "Electronic Services") offered to you by Rivermark Community Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who enroll for any of the Electronic Services and any authorized users. In this Agreement the words "we" and "us" and "our" and "ours" mean Rivermark Community Credit Union. The word "account(s)" means any one or more savings, checking and loan accounts you have with the Credit Union and "EFT" means all electronic services, except Mobile Deposits. By submitting an Online, Mobile or other approved enrollment, you agree to the following terms governing your and our rights and responsibilities concerning the Electronic Services provided to you.

The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement. For consumer accounts, any accountholder may enroll in the Electronic Services and is responsible for the acts of any joint accountholder. Anyone enrolling represents that they are authorized to enroll in the service. Anyone using Electronic Services represents that they have full authority to use the Services and to engage in any action taken by them. Any joint accountholder or an authorized user, acting alone, may effect transactions through the Electronic Services. By providing your telephone and email information to the Credit Union you expressly authorize the Credit Union to contact you at any telephone number or email address you entered, so we can assist you with your account and account services or take measures to prevent fraud on your account.

1. Online Banking. Upon approval, you may use a computer to access your accounts with the online banking ("Online Banking") service. You must use your member username along with your security code ("Access code") to access your accounts. Online Banking is accessible seven (7) days a week. This service may be unavailable during brief maintenance periods. To access this service you will need a personal computer and a web browser (such as Google Chrome, Firefox, Microsoft Edge, Safari, etc.). The online address for Online Banking is www.rivermarkcu.org. You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service, internet provider, or your computer.

a. Online Banking Transactions. At the present time, you or any persons who you have authorized to use your Online Banking Service, sign-on Password, challenge questions or any other access code may use Online Banking to:

- Transfer funds between your savings, checking, money market and loan accounts
- Transfer funds to accounts of other members and persons using the Electronic Transfer service
- Initiate transfers to and from other financial institutions
- Access your credit card or line of credit account up to the credit limit
- Make loan payments from your savings, checking and money market accounts
- Obtain account balance and transaction history on your savings, checking, money market, certificate and IRA accounts (deposit accounts)
- Obtain information on your loan account balance, transaction history, payment due dates, loan payoff amounts and finance charges
- Access copies of cleared checks, e-Statements and eNotices
- Make online Bill Payments from your checking account using the Bill Pay service
- Receive bills online through the Online Bill Presentment feature of Bill Pay
- Request payments to Rivermark loans or to fund deposit accounts from your external debit card
- Name your account or loan
- Manage your Certificate of Deposit maturity options
- Open a new account online
- Add a joint owner online (consumer accounts)

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement or Business Membership and Account Agreement, as applicable. Transactions involving your credit card or loan accounts will be subject to your applicable Credit Card or Loan Agreement and Disclosures.

b. Online Banking Service Limitations and Requirements. The following limitations and requirements on Online Banking transactions may apply:

i. Transaction Authorization. You authorize us to debit your account for any transactions processed through Online Banking or other Electronic Service, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.

ii. Transfers. You may make transfers between accounts of yours as often as you like. You may transfer up to the available balance in your account subject 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. The Credit Union 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. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

iii. Account Information. The account balance and transaction history may be limited to recent account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for ATM deposit transactions and our Funds Availability Policy.

iv. External Payments and Funding. You may use Online Banking to initiate and authorize payments to your Credit Union account from your external debit card account or your savings or checking account at another financial institution. You will be required to enter the payment and debit card or account information and to approve the payment in the Online Banking program. For debit card advances, you agree to pay a processing fee that is a percentage of the payment amount and will be disclosed at the time of the transaction.

v. Secure Messaging. You may use the secure messaging function within Online Banking to send messages to us during business hours. However, the secure messaging function may not be used to initiate a transfer on your account. The Credit Union may not immediately receive messaging communications sent by you; therefore, the Credit Union will not take action on transaction requests. Contact the Credit Union immediately regarding any unauthorized transaction or stop payment request; call the Credit Union at the telephone number set forth in Section 6.

2. Online Bill Pay Services. When you apply for the online bill payment service ("Online Bill Pay") you designate your checking account as the account from which payments that you authorize will be deducted. Each separate payee may be set up to deduct payment from any checking account on which you are an owner. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution.

a. Online Bill Pay Transactions You or any persons who you have authorized to use your Online Bill Pay Service, Online Banking Service, sign-on Password, challenge questions or any other access code can perform the following transactions:

- Set up and pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount "on demand," from your designated checking account.
- Obtain information (payee information, payment status information, etc.) about your Online Bill Pay account status.

b. Processing Bill Pay Transactions. You authorize us to process bill payments from your designated account(s). You may use the Online Bill Pay service to initiate the following payment transactions:

- "Future" payments are payments that you initiate in advance by setting the payment amount and due date. The payment can be canceled or changed through Online Bill Pay up until 1:00 p.m. (Pacific Time) two (2) business days before the Scheduled Debit Date for electronic payments. Payments made by check may be canceled or changed through Online Bill Pay up until 1:00 p.m. (Pacific Time) five (5) business days before the Scheduled Debit Date.
- "Recurring" payments are payments that are reoccurring on a fixed due date and fixed amount. You have an option in the Online Bill Pay system to set Automatic Payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through Online Bill Pay up until 1:00 p.m. (Pacific Time) two (2) business days before the Scheduled Debit Date for electronic payments. Payments made by check may be canceled or changed through Online Bill Pay up until 1:00 p.m. (Pacific Time) five (5) business days before the Scheduled Debit Date.

c. Authorized Payments. When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your designated checking account. We will process bill payment transfer requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee account number and payment information. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union 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, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account (including Courtesy Pay, as applicable) you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

d. Processing Payments. The Credit Union will initiate your bill payment transfer within one (1) business day of the date you schedule for payment. You will receive a confirmation number at the time of each transaction. You must have sufficient funds available to cover your payment on the Scheduled Payment Date. If your payment is sent electronically, your account is debited on the Scheduled Payment Date. If your payment is sent by check, the funds will be debited from your account one (1) to two (2) days after the send Scheduled Payment Date. The dollar limit on any payment is your available balance up to \$9,999.00. Bill payments are delivered to the payee either electronically, which may take up to five business days from the Scheduled Payment Date, or by check to those payees not set up to accept electronic payments, which may take up to ten business days from the Scheduled Payment Date. 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) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments, fees, or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

e. Canceling or Changing Bill Payments. You may cancel or stop payment on Future and Recurring bill payments under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a bill payment that you have already scheduled for transmission through the Online Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation request must be entered and transmitted through the Bill Pay service before the 1:00 p.m. (Pacific Time) deadline two (2) business days before the date you have scheduled for payment (five (5) business days for payments by check). 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 recurring bill payment transaction, not using the Online Bill Pay service, the Credit Union must receive your oral stop payment request at least three (3) business days before the Scheduled Payment Date. You may call the Credit Union 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.

3. Mobile Banking Services. Mobile Banking is a personal financial information management service that allows you to access account information and conduct transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, "Wireless Devices"). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

a. Mobile Banking Transactions. At the present time, you or any persons who you have authorized to use your Mobile Banking Service, sign-on Password, or any other access code or method, including biometrics such as Face ID or Touch ID, may use Mobile Banking to:

- Transfer funds between your savings, checking, money market and loan accounts
- Transfer funds to accounts of other members and persons using the Electronic Transfer service
- Initiate transfers to and from other financial institutions
- Access your credit card or line of credit account up to the credit limit
- Make loan payments from your savings, checking and money market accounts
- Obtain account balance and transaction history on your savings, checking, money market, certificate and IRA accounts
- Obtain information on your loan account balance, transaction history, payment due dates, loan payoff amounts and finance charges
- Access copies of cleared checks and mobile deposits
- Make online Bill Payments from your checking account using the Bill Pay service
- Request payments to Rivermark loans or to fund deposit accounts from your external debit card
- Name your account or loan
- Manage your Certificate of Deposit maturity options
- Open a new account online
- Add a joint owner online (consumer accounts)

The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Banking enrollment website www.rivermarkcu.org. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking will be accessible through the Mobile Banking service.

i. Use of Services. Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile Banking software ("Software") required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. 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.

ii. Access to Accounts. By enrolling in the Mobile Banking service, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Access code or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

iii. Relationship to Other Agreements. You agree that when you use Mobile Banking, 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 provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

b. Mobile Banking Service Limitations and Conditions. When you use the Mobile Banking service to access accounts, you agree to the following limitations and conditions:

i. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

ii. Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with the Mobile Banking service.

iii. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

iv. No Commercial Use or Resale. You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

v. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your improper use of the Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

vi. Additional Service Limitations. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless device or mobile network which you utilize to access the Mobile Banking service. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on the Mobile Banking service reflects the most recent account information available through Mobile Banking and may not be current. You agree that neither we nor our service providers will 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.

4. Electronic Transfer Services.

a. External Transfer Services. By enrolling in external transfer services, you agree to the following service terms and conditions. By using compatible and supported devices, the Service allows you to electronically transfer funds from your account with us to your account at another financial institution, or from your account with us to other individuals' accounts. You must have Online Banking to use the Service. The Service is only available for accounts at U.S. financial institutions and funds are transferred in U.S. dollars. We reserve the right to modify the scope of external transfer services at any time. We reserve the right to refuse to make any transaction you request through the Service. You agree and understand the Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

b. Definitions.

- "ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
- "Transaction Account" is a transaction account (checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information) from which your payments as a Sender will be debited, any Service fees will be automatically debited, or to which payments and credits to you will be credited.
- "Transfer Instruction" is the information provided by the Sender to the Service for a transfer or payment to be made to a Receiver (name, mobile telephone number, email address, and financial institution account and routing number information, etc.).
- "Receiver" is a person or business entity that is sent a payment transaction through the Service.
- "Sender" is a person or business entity that sends a payment transaction through the Service.

c. Person-to-Person Payments Service (Popmoney). The Person-to-Person Service is intended for consumer accounts only and enables you use the Credit Union online banking service: (1) to initiate a payment transaction from a Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment transaction from another person into a Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Person-to-Person Service payment transactions, other Payment Networks may be used to facilitate the execution and transmission of payment transactions. All payment transactions must be made through the Credit Union online or mobile banking services and are subject to the terms of this Agreement. Receipt of payment transactions may be made through the Credit Union online banking service or as an ACH transaction subject to the terms of this Agreement.

i. Initiation of Payment Transactions. You may initiate (a) a one-time payment transaction to a Receiver for which processing shall be initiated immediately, (b) a one-time payment transaction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and/or (c) a recurring series of payment transactions to a Receiver for which processing shall be initiated on the specified dates. Payment transactions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Transaction Account, necessary to complete an ACH Network transfer of funds. Alternatively, you can provide contact

information about the Receiver (including an email address or mobile telephone number) and the Person-to-Person Service may contact the Receiver and request that the Receiver (1) provide information so that we may validate the identity of the Receiver at the Person-to-Person Website, and then (2) provide Transaction Account information in order to complete the payment transaction.

You understand and agree that when you initiate a payment transaction from a Transaction Account using the Person-to-Person Service, the processing of the payment transaction will begin and the debiting of your Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Transaction Account no earlier than the next Business Day after you initiated the payment transaction. If you request a one-time payment transaction to be initiated on a specified date or a recurring series of payment transactions to be initiated on specified dates, then the processing of the payment transaction will begin on the specified date and the debiting of your Transaction Account will occur as early as the specified date(s).

ii. Payment Authorization and Payment Remittance. By providing us with names and telephone numbers, email addresses, and/or account information of Receivers to whom you wish to direct payments, you authorize us to follow the Transfer Instructions that we receive through the Person-to-Person Service. When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf. You also authorize us to credit your Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) or cancelled and returned to you because the processing of the payment transaction could not be completed. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information or Transfer Instructions (including but not limited to the Transfer Instructions and name, telephone number and/or email address that the Sender enters for the Receiver to whom you are sending the payment transaction), and for informing us as soon as possible if they become aware that this information is inaccurate.

iii. Receiving Payments. If another person wants to send you a payment transaction using the Person-to-Person Service to a Transaction Account you hold with us, they can do that from a Transaction Account at a financial institution that participates in the Person-to-Person Service or at the Person-to-Person Website. You understand and agree that there may be a delay between the time you are notified of the pending payment transaction and the deposit of the payment funds into your Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Transaction Account.

iv. Payment Methods and Amounts. We impose limits on the amount of funds you can send or receive. These limits may be adjusted from time-to-time at our sole discretion. You may log in to the site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

v. Receipts and Transaction History. You may view your transaction history by logging into the online banking service and viewing your transaction history.

vi. Calls to You. By providing us with a telephone number (including a mobile telephone number), you consent to receiving autodialed and prerecorded message calls and texts from us at that number for non-marketing purposes.

vii. Prohibited Payments. The following types of payments are prohibited and we have the right but not the obligation to monitor for, block and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories;
- Payments that violate any law;
- Payments or donations to an unauthorized charity or non-profit organization
- Payments that violate any terms in this Agreement; and
- Payments related to tax or court ordered obligations, gambling, any unlawful activity, or any objectionable purpose as we reasonably determine.

In no event shall we be obligated to research or resolve or be liable for any claims or damages resulting from your scheduling of prohibited payments.

d. Institution-To-Institution Transfer Service (Online Money Movement). The Institution-To-Institution Service is intended for consumer accounts only and enables you to transfer funds between your Account(s) that you maintain with us and your Account(s) that are maintained by other financial institutions.

i. Transfer Authorization and Processing. You represent and warrant that you are the owner (or an authorized joint owner) of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you. You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds.

ii. Transfer Methods and Amounts. We may, at our sole discretion, impose limits on the amount of money you can transfer through our Institution-To- Institution Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

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

mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

iv. Stop Payment Requests. If you as a Sender desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the Fee Schedule.

v. Failed or Returned Transfers. In using the Institution-To-Institution Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) You may be assessed a non-sufficient funds fee by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be set forth in the Fee Schedule. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit; (c) You will reimburse us for any fees or costs we or they incur in attempting to collect the amount of the return from you; and, (d) We are authorized to report the facts concerning the return to any credit reporting agency.

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

vii. Returned Transfers. In using the Institution-To- Institution Service, you understand transfers may be returned for various reasons such as, but not limited to, Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.

viii. Your Responsibilities for Accurate Information. Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

e. Automated Teller Machines (ATM) Transactions. You may use your Visa Debit card (Card) and Personal Identification Number (PIN) in automated teller machines of the Credit Union; ACCEL, Cirrus, Plus, STAR, Visa, American Express and Co-op Networks; and such other machines we may designate. At the present time, you may use your card to make the following transactions on your accounts:

- Withdraw cash from your savings or checking accounts.
- Transfer funds between your savings and checking accounts.
- Obtain account balance information on savings and checking accounts.
- Make deposits to your savings or checking accounts at Credit Union ATMs and selected Co-op Network ATMs.

There is no limit to the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs. However, you may be charged a fee as set forth in the Fee Schedule. You may withdraw up to \$500 (if there are sufficient funds available in your account) per day (ends at 12:00 midnight) at any authorized ATM, subject to security requirements and limits placed by each individual ATM. You may transfer between your savings or checking accounts up to the balance in your accounts at the time of the transfer at available locations.

f. Visa Debit Card and Visa Business Debit Rewards Card. You may use your Visa Debit Card or Visa Business Rewards Debit Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals within the Cirrus, Plus, STAR, Visa, American Express and Co-op Networks (with PIN) and Cirrus, Plus, Visa, and Accel networks (without PIN) or such other POS terminals as the Credit Union may designate. Funds to cover your Card purchases will be deducted from your checking account. We deduct the amount of your transaction, including any charges imposed by the merchant or financial institution, from your checking account. We may debit or place a hold on your account for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction — whichever is earlier — even though the transaction may not be actually posted to your account until a later date. When you use your Visa Debit Card or Visa Business Rewards Debit Card for a Visa transaction, if the merchant requests preauthorization for this transaction, we will place a three (3) business day hold on your account for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant's request). You agree that all transactions that you initiate by use of your VISA Debit Card or Visa Business Rewards Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your VISA Debit Card or Visa Business Rewards Debit Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with the VISA Debit Card or Visa Business Rewards Debit Card.

Some merchants may permit you to initiate debit and bill payment transactions with your card using either the Visa network or another network shown on your card, such as the PLUS or CO-OP networks. The Credit Union will honor your debit transactions processed by any of these networks. Transactions processed over the Visa network do not require you to use your PIN to validate the transaction. Generally, you will sign a receipt, provide your card number (e.g. internet, mail, or telephone transactions), or swipe your card at a terminal. Also, there are certain protections and rights such as the zero liability protections in the section titled "Member Liability," applicable only to Visa processed

transactions. Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. However, some merchants may not require you to provide a PIN, and allow you to choose whether the transaction is processed by Visa or another network. Provisions applicable only to Visa transactions (such as Visa's zero liability protections) will not apply to non-Visa debit transactions and the liability rules for other EFTs in the section titled "Member Liability" will apply.

g. Telephone Teller Service. If we approve the Telephone Teller Service for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time you may use the Telephone Teller Service to:

- Obtain balance information from all your savings, checking and loan accounts including Visa.
- Transfer funds between these same accounts, including loan payments to any of your loan accounts (except from Visa).
- Withdraw from savings by check, made payable to you and mailed to you at your mailing address.
- Verify certain account information, including if a particular check has cleared your account, listing of electronic withdrawals and deposits, loan payment and loan payoff amounts, and account and loan history.
- Access your Visa credit card account.
- Find out the interest paid and dividends earned on your accounts.

Your accounts can be accessed under the Telephone Teller Service via a touch tone telephone only. Telephone Teller Service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.
- No transfer or withdrawal may exceed the available funds in your account.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue after numerous unsuccessful attempts to enter a PIN or transaction, and there may be limits on the duration of each telephone call.

h. Preauthorized Electronic Funds Transfers and Direct Deposit. Preauthorized electronic funds transfers may be made into or from your Credit Union accounts. These may include preauthorized electronic funds transfers made to an account from a third party (such as Social Security or your employer) or from an account to a third party (such as a mortgage company or insurance premium payment, excluding Online Bill Payment transactions). If electronic funds transfers are made into or from your account, those payments may be affected by a change in your account status or if you transfer or lose your account. Upon instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security.

5. Conditions of Account Use. The use of your Card and Account are subject to the following conditions:

a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to sign the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

b. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

c. Security of Access Code or Device. Each ATM-PIN, Telephone Teller Access Code, or Online and Mobile Banking password (including biometric access such as Touch ID) is the Access Code you select for your security. Your Access Code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Access Code. You agree not to disclose or otherwise make your Access Code or Wireless Device for Mobile Banking available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your Access Code or Wireless Device, you understand that person may use the Online Banking, Online Bill Pay or Mobile Banking service to access and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your Access Code and you agree that the use of your Access Code will have the same effect as your signature authorizing transactions. If you authorize anyone to use your Access Code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Access Code 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 Access Code is changed. If you fail to change your Access Code or maintain the security of your Access Code and the Credit Union suffers a loss, we may terminate your electronic services immediately.

6. Authorized Users. For any of your accounts accessed under this Agreement that you have designated or permitted an authorized user, you shall be fully responsible for all electronic transactions by any authorized users to or from any deposit or loan account as provided in this Agreement. You agree any authorized user may make any transaction permitted under this Agreement including, without limitation:

- To withdraw all or any part of the account funds.

- To deposit checks and other items payable to the business.
- To give stop payment orders on any EFT transfer, whether initiated by that account owner or not.
- To close any account with the disbursement of account proceeds as provided for in this Agreement.

Each authorized user is authorized to act for the account owner, and the Credit Union may accept orders and instructions, regarding any electronic transaction or any account from any authorized user. If the Credit Union believes there is to be a dispute between the account owner and an authorized user or receives inconsistent instructions from the account owner and/or authorized user, the Credit Union may terminate all electronic services, suspend or close any account, require a court order to act, or require all parties to agree in writing to any transaction concerning the account.

7. Member Liability. You are solely responsible for all transfers you authorize using any Services under this Agreement. If you permit other persons to use your Access Code or Device and initiate transactions with this Service, you are responsible for any transactions they authorize or conduct on any of your Accounts. For EFT transactions on a consumer deposit account, under this Agreement, you are responsible for all transactions you authorize using Online Banking, Online Bill Pay, Electronic Transfer services. For consumer Accounts, transactions by family members or friends that you allow on your Account are authorized by you. If you permit other persons to use your Access Code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, you must notify us immediately if you believe anyone has used your Access Code and accessed your accounts without your authorization, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.

For Visa Debit Card transactions, if you notify us of your lost or stolen card, you may not be liable for any losses provided you notify us promptly and were not grossly negligent (for example keeping your PIN with your Card is grossly negligent) or fraudulent in handling your Visa Debit Card, and you provide us with a written statement regarding your unauthorized Visa Debit Card claim. For all other EFT transactions on a consumer account, if you notify 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 notify us within two (2) business days after you learn of the unauthorized use of your account or Access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

If your statement shows EFT transactions that you did not make, notify us immediately. For consumer accounts, if you do not notify us within sixty (60) days after the statement was mailed or electronically delivered 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 notifying us, we may extend the time period.

If you believe your Access code has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, contact us immediately by one of the following:

Telephone: 503.626.6600 or 800.452.8502

In person at one of the Rivermark Community Credit Union branches.

Mail: Rivermark Community Credit Union, PO Box 4044, Beaverton, OR.97076-4044

8. Business Days. Our business days are Monday through Friday, excluding Federal Holidays.

9. Fees and Charges. The fees and charges for the electronic services are outlined below. Fees and charges may be changed from time to time. We will notify you of any changes as required by law.

a. ATM Fees. A transaction fee will be assessed when you request a withdrawal or balance inquiry at an ATM as set forth in the Fee Schedule. The fees may be changed from time to time and we will notify you of any changes as required by law. You authorize us to debit your share or other deposit account for any ATM fee in accordance with your Card Agreement and Disclosure Statement. Please note that when you use an ATM not owned by us, a fee may be charged by the ATM operator or any network used to complete the transaction, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

b. Currency Transaction Fee. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., U.S. military bases, territories, embassies or consulates. A fee will also apply to purchase transactions made with merchants located in foreign countries, even if the transaction is initiated from within the U.S.

c. Online Banking Services. There is no fee for Online Banking services.

d. Mobile Banking Services. There is no fee for Mobile Banking services.

e. Bill Pay Service. There is no fee for Bill Pay services, however fees may apply for expedited bill payments as set forth on the Fee Schedule.

10. Transaction and Account Information.

a. Statement Information. Transactions submitted through Online or Mobile Banking, Bill Pay or external transfer services will be recorded on your monthly statement sent to you by mail or e-Statements if you have requested e-statements.

b. Preauthorized Credits and Direct Deposits. If you have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can call us at 503.626.6600 to find out whether the deposit has been made or use Telephone Teller or Online Banking to confirm direct deposits and review your account activity.

c. Terminal Receipt. You should receive a receipt at the time you make any transfer or withdrawal from your account(s) using an ATM, POS terminal, or a Visa debit transaction with a participating merchant, except some electronic terminals will not provide receipts for transactions of \$15 or less.

d. Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy as stated on our website at www.rivermarkcu.org. However, we may disclose information to third parties about your account or the transactions you submit in the following limited circumstances:

- As necessary to complete transfers;
- 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;
- To comply with government agencies or court orders;
- If you give us your express written permission.

11. Preauthorized Electronic Fund Transfers.

a. Authorization to Merchants. By providing your account number to any merchant or third party not already listed as a joint owner or authorized user on your account, you authorize all electronic funds transfers out of your account initiated by that merchant or third party.

b. Stop Payment Rights. If you have arranged in advance to allow a third party to make regular electronic fund transfers out of your account(s) for money you owe them, you may stop payment of these preauthorized transfers (excluding Online Bill Pay). You must notify the Credit Union orally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. The Credit Union may require you to provide written confirmation of the stop payment order within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

c. Notice of Varying Amounts. If these payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, when the payment will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

d. Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments at least three (3) business days before the transfer is scheduled, and we do not do so unless the reason for our failure was outside of our control, we will be liable for your losses or damages, up to the amount of the transfer.

12. Credit Union Liability for Electronic Services. If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transaction will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have sufficient funds in your account to complete the transaction, your account is inactive, or the transaction would exceed the credit limit on your line of credit, if applicable.
- If you used the wrong account or Access code, you have not properly followed any applicable service or Credit Union user instructions for making Online or Mobile Banking, Online Bill Pay, or external transactions.
- If your personal computer malfunctioned or the internet service or phone lines were not working properly, or the Credit Union computer system was not working properly, and such problem(s) should have been apparent when you attempted your transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process the transaction.
- If, through no fault of ours, an Online Bill Pay, Online or Mobile Banking 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 insufficient; payment is lost in the mail or the payee failed to process a payment correctly or in a timely manner and a fee, penalty, or interest charge is assessed against you.
- If an error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet Service Provider, any computer virus or problems related to software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.

13. Statement Errors on Consumer Accounts. In case of errors or questions about your EFT transactions, contact us at the phone number or address set forth in Section 7 above as soon as possible. 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 member 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 verbally, 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. If we need more time, however, 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.

14. Safety Notice. The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction take your ATM access device or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM card.
- Report all crimes to law enforcement officials immediately.

15. Mobile and Online Deposit Services.

a. Operation of Service.

i. Mobile and Online Deposit Capture Process. If we approve the Mobile and Online Deposit service for you, you must use your Access code with your Login to access your accounts. You may photograph or scan an image of checks with your mobile device or personal computer creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. The Credit Union may, in its discretion, convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by the Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

ii. Funds Availability. Funds from items deposited through the Service will be available in accordance with the Credit Union's Funds Availability Policy disclosure, as amended from time to time, which is incorporated herein by reference. You agree that the imaging and transmitting of checks alone does not constitute receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available. Checks deposited through Mobile Deposit are not received by the Credit Union until we have acknowledged receipt and provided credit to your account.

iii. Deposit Limitations. You may use Mobile and Online Deposit to deposit no more than a total of \$3,500 per deposit, \$7,000 per day, and for a total not to exceed \$25,000 in any 30 day period.

iv. Deposit Acceptance. You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Mobile Deposit or Online Deposit session. In the event that the Service is interrupted or is otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

b. Member Account.

i. Member Account. You must designate a Credit Union savings or checking as the settlement account to be used for the purposes of settling transactions requested in connection with the Service. We will provide you with details of each specific transaction. You will be responsible for reviewing and balancing of any settlement account.

ii. Responsibility for Check Endorsement. For all mobile check deposits, you must endorse the original paper check with your name and providing: "FOR RIVERMARK COMMUNITY CREDIT UNION MOBILE DEPOSIT ONLY". If you fail to provide this endorsement, we may refuse the deposit and return it to you and you agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement.

iii. Responsibility for Imaging. You are solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the service. Credit Union shall not be responsible for providing or servicing any Equipment for you.

iv. Deposit Requirements. You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States, excluding its territories. For checks not falling within this requirement you must deposit those checks in person, using a night drop facility or by U.S. Mail. You agree that each check you deposit through the Service will be properly endorsed and will meet the image quality standards that we specify in online instructions or in this Agreement.

v. Check Retention and Destruction. You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and your Membership and Account Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile and Online Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond forty-five (45) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any 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 Service), and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

vi. Deposit Prohibitions. You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means: (i) any substitute check, the original of which has already been presented for deposit via the Mobile Deposit, (ii) any image of a check that has already been deposited either as an original or as a substitute check, (iii) any original check, the substitute check of which has already been presented for deposit via Mobile Deposit; (iv) any check made payable (individually or jointly) to someone who is not an owner on your account; (v) any post-dated or stale-dated check; (vi) savings bonds, money orders, travelers checks, or gift checks; (vii) any item that is incomplete or contains evidence of any alteration; and (viii) state warrants or other instruments that are not checks. In the event that you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union 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 Credit Union from any other of your deposit accounts with Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is 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 the Credit Union's printing of any substitute check from those images.

vii. Your Representations and Warranties. You represent and warrant:

- that you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions;
- that all checks deposited through the Service are made payable to you;
- that all signatures on each check are authentic and authorized; and
- 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 the Credit Union 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 the Credit Union 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.

viii. Financial Responsibility. You understand that you remain, solely and exclusively, responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the Service. The Credit Union 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 give to the Credit Union, for your failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

ix. Account Reconciliation. You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Membership and Account Agreement after receipt of your account statement. If notified within such period, the Credit Union 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. Credit Union's Obligations.

i. Financial Data. We will review and process your electronic file through a batch processing at one time per day. The Credit Union agrees to 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. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user number, access code, 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 the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the use by the Credit Union of any third parties engaged in the

installation, maintenance and operation of the system or similar undertakings, shall constitute fulfillment of its obligation to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.

ii. Service Availability. You understand that Service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.

iii. 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 of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union therefrom may nevertheless be returned to the Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. The Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to the Credit Union.

iv. Account Information. We will provide you with daily transaction history via the Internet and the Online Banking service detailing items processed, return items, and deposit adjustments.

v. Retention of Check Images. Credit Union will retain any images of deposited items for six (6) years.

d. Disclaimer of Warranties.

YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.

e. Credit Union's Liabilities.

i. Direct Damages. THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER.

ii. Your Duty to Report Errors. You will notify the Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

iii. Credit Union's Performance. You acknowledge and agree that the Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by the Credit Union in performing the Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that the Credit Union's systems and procedures established for providing the Service are commercially reasonable.

iv. Limitation of Liability. The Credit Union shall have no liability to you, or any other person or entity, for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:

- We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- The ownership of funds involving a transaction is in question;
- We suspect a breach of the security procedures;

- We suspect that your account has been used for illegal or fraudulent purposes; or
- We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

The Credit Union will not be liable if you fail to report timely any error or discrepancy reflected in an account statement prepared by Credit Union, or if you fail to report a breach of a security procedure. If Credit Union fails to perform under this Agreement in accordance with the standards set herein, Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

f. Force Majeure. The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

16. Amendments. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you, by mail, at least twenty-one (21) days before the effective date of any change, 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.

17. Termination of Electronic Services. You agree that we may terminate this Agreement and your Online Banking, Bill Pay, or external transfer services, if you, or any authorized user of EFT services or Access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or Access code. 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.

18. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union 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 to, subject to Oregon law, 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 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.