

## Online Payment and Deposit Service Addendum

This Online Payment and Deposit Service Addendum states the conditions for the Online Payment and Deposit electronic funds transfer service to your Rivermark Community Credit Union accounts from accounts at other financial institutions ("Online Payment and Deposit Service" or "Service"). The terms and conditions of this Addendum amend and are part of your Online Banking Agreement with the Credit Union.

By using the Service, you acknowledge that you have read, understand and agree to the terms in this Addendum.

**1. Definitions.** In this Addendum, the words "Credit Union", "we", "us" or "our" mean, Rivermark Community Credit Union; and the words "you" or "your" mean each person who is authorized to transact Services on the accounts or has an interest in the accounts which are accessible through the Service.

- Authorized Accounts are accounts that you own at other financial institutions, within the United States, that you have registered with the Credit Union, to or from which you request transfers using this service.
- An Inbound Transfer moves funds into your Credit Union account from an Authorized Account.
- Recurring Transfers are transfers that you have scheduled to occur on a repeated basis.
- Your Financial Institution is the other financial institution(s) that holds the Authorized Account(s) that you have designated to transfer funds from.
- A Business Day is Monday through Friday, excluding Federal holidays.

**2. Service Eligibility.** You must be at least eighteen (18) years old, a resident of the United States, and have an e-mail address. You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulations designed to prevent money laundering or any other unlawful activity. If any of your Authorized 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.

**3. Online Payment and Deposit Transfers.** Within the Online Banking service, you may perform an Inbound Transfer of funds from certain deposit or card accounts at other financial institutions (Authorized Accounts) to your accounts at the Credit Union. You agree that you will only request debits from accounts from which you have the authority to transfer funds. All Authorized Accounts must be with financial institutions in the United States. International transactions are prohibited with the Service. Not all types of accounts are available for funds transfer service, for example, retirement or Certificate of Deposit accounts. Also, you must check with your financial institution to verify their ability to participate in an 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.

**3.1. ACH Transfers.** Upon your request, you authorize us to make electronic transfers from your designated Authorized 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 Financial Institution may limit the number of transactions that you authorize using your savings or money market account.

**3.2 Account Verification.** Each time you register a new Authorized Account using the ACH option, you will be required to verify that Authorized Account as follows:

- Within 1 – 3 business days of registering, your Authorized Account will receive two deposit amounts that are under \$1.00 and a withdrawal amount that equals the two deposit amounts (to offset those deposits).
- You will be allowed up to 5 attempts to correctly enter the 2 deposit amounts through Rivermark's Online Banking (Fund an Account/Make a Payment) platform.
- You may verify the Authorized Account through the 10th business day after the date of your request to register that account.

Your Authorized Account information will automatically be saved for the individual who added the account. You may delete Authorized Account information at any time through Rivermark's Online Banking (Fund an Account/Make a Payment) platform. If you delete an Authorized Account and later re-register that account, you will be required to re-verify that account following the steps outlined above.

### 4. Transfer Limitations & Requirements.

**4.1. Transfer Cut-Off and Time Frames.** There is no cut-off time for initiating an Inbound Transfer. Inbound Transfers will be credited to your Rivermark loan or deposit account immediately but ACH transfers may take up to three days to be debited from the Authorized Account. Transfers credited to your account are provisional and subject to our receipt of final payment. Any Inbound Transfer attempt returned due to insufficient or uncollected funds may be re-submitted once for collection upon receipt of the original return entry in accordance with ACH rules. If final payment is not received, we will charge your account for the amount of those transfers and impose a returned item fee on your account. If the Credit Union incurs any fee to collect any transfer, we may charge such fee to your account.

The Credit Union reserves the right to charge back against your account all previously credited payments or deposits that are returned to the Credit Union unpaid, regardless of whether the funds have been available for your use. In addition, if you fail to make a loan payment by your contractual due date as disclosed in your loan contract, you may be assessed a late charge, if applicable.

**4.2. Transfer Limits.** Transfer limits are displayed on the Payment/Deposit transfer screen within the Service in Online Banking. These daily and monthly dollar limits apply to the total of all transfers for all Authorized Accounts. Any transfer initiated on a day that is not a business day counts toward the applicable limit for 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 not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

**4.3. Modifying or Canceling Transfers.** Once initiated, transfer instructions cannot be canceled or modified. If you close any of your Authorized Accounts with a future dated or recurring transfer scheduled, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. If during the term of this authorization, Rivermark receives a Notice of Change (NOC) from a financial institution related to a change in your account or your bank/credit union, Rivermark is authorized to update its records accordingly as required by NACHA guidelines.

**4.4. Status E-mail.** We will send messages to your primary e-mail address during the external funds transfer process if there is a failed transfer. Your primary e-mail address is set up in Online Banking and you are responsible for updating the address should it change. E-mail messages regarding the funds transfer process do not contain any non-public personal information and cannot be suppressed.

**5. Fees.** There is no fee to initiate Inbound Transfers via ACH. We may change our fee schedule at any time. If we make a change, you will be notified in writing as required by applicable law. Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such service. There may be a charge for any failed transaction due to insufficient funds or rejection or reversal of transaction by Your Financial Institution.

**6. Our Liability for Failure to Complete Transfers.** We are not responsible for money sent to unintended recipients because you provided or selected incorrect information. We may not investigate discrepancies between account number and names on the account. You agree that we are not responsible to investigate such discrepancies and we may execute the transaction with account number reference only. If we do not complete a transfer to or from your Account on time or in the correct amount according to our Online Banking Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable: (i) if, through no fault of ours, you do not have enough money in your Account to make the transfer; (ii) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or if we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current annual percentage rate that is otherwise applicable to the account to which the funds transfer should have occurred.; (iii) for any other reason stated elsewhere in this Addendum. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys' fees.

**7. Transaction Documentation.** A history of your past transactions is kept online. We do not provide any paper confirmation receipts for the Service. Your account balance information is available within the Online Banking Service, but may not be current due to timing or posting differences or errors. Transfers to or from your account will be shown on your periodic account statement.

**8. Reporting Account Transfer Errors.** Telephone us at 503.626.6600 or 1.800.452.8502 as soon as you can if you think an unauthorized Online Transfer has been made on your account. The Section "Billing Errors" of the Online Banking Agreement will govern your rights and responsibilities to notify us of any errors related to this Service.

**9. Modification of Service & Agreement.** Credit Union reserves the right to modify the Service from time to time and the Credit Union will notify you at least twenty-one (21) days prior to making any modifications to the terms and conditions of this Addendum. Except as otherwise expressly provided herein, the Credit Union shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

**10. Termination.** We have the right to terminate the Service or reject, reverse, or cancel any transactions you initiate, and/or restrict or condition your ability to transact at any time and for any reason, including but not limited to (a) insufficient funds in your account; (b) sharing or disclosing your password with anyone; (c) suspicious activity; (d) order of any law enforcement agency; (e) inability to verify information you provided; (f) providing us with false or inaccurate information; (g) hacking, tampering or impacting the service functionality, availability or security; (h) using service for unlawful purpose; (i) failing to cooperate with any information request or remit service fees that are due and owed to us. You may terminate this Addendum by providing us with written notice in time for us to act upon your request. Notwithstanding any such notice of termination, this Addendum shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Addendum, you will immediately cease using the Service.