

This Agreement is the contract which covers your and our rights and responsibilities concerning the electronic services offered to you by Rogue Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean Account Owners, authorized signers and authorized users of an electronic service. In this Agreement the words "we" and "us" and "our" and "ours" mean Rogue Credit Union. The word "account(s)" means any one or more savings, checking and loan accounts you have with the Credit Union. By submitting an Account Card or Electronic Services enrollment or use any Electronic Service, you agree to the following terms governing your and our rights and responsibilities concerning electronic services including Internet Banking, Bill Payment, Popmoney Payments, Account to Account (A2A) and External Funds transfers, ACH, Mobile Banking and Remote Deposit transactions involving your account.

## 1. Internet Banking Services.

Upon approval, you may use your personal computer to access your accounts. You must use your member number along with your security code (Password) to access your accounts. Internet 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 Firefox or Microsoft Internet Explorer). The online address for Internet Banking is [www.roguecu.org](http://www.roguecu.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 or your computer.

**a. Internet Banking Transactions.** At the present time, you may use Internet Banking to:

- Transfer funds between your savings, checking, and loan accounts, as allowed, including loan payments.
- Transfer funds to accounts of other members as authorized.
- Review savings and checking account balance, transaction history and dividend information.
- Review loan account balance, transaction history, payment dates and finance charges.
- Communicate with the Credit Union using electronic mail (E-mail).

Transactions involving your savings and checking accounts will be subject to the terms of your Membership and Account Agreement. Transactions involving your loan accounts will be subject to your Loan Agreement and Disclosures. The Credit Union does not make any warranty, express or implied, to you regarding the Intuit Quicken, QuickBooks or any other software programs including but not limited to any warranty of merchantability or fitness for a particular purpose.

**b. Internet Banking Service Limitations.** The following limitations on Internet Banking transactions may apply:

- i. Transfers. You may make funds transfers between accounts as often as you like. However, transfers from your money market accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. 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
- ii. 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.
- iii. E-Mail. You may use E-mail to send messages to us. E-mail may not, however, be used to initiate a transfer on your account. The Credit Union may not immediately receive E-mail communications sent by you; therefore, the Credit Union will not take action based on E-mail requests until we receive your E-mail and have had a reasonable opportunity to act. Contact the Credit Union immediately regarding any unauthorized transaction or stop payment request; call the Credit Union at the telephone number set forth below.

**c. Account Alerts.** The Account Alerts service is a tool for managing accounts. By enrolling for Account Alerts, you expressly consent to the Credit Union communicating with you by email or text with contact information you have provided. Account Alerts should not be relied upon solely for account information. While the Credit Union makes every effort to ensure alerts are delivered as expected, there are conditions that may make the alerts unreliable such as, but not limited to: spam filters, relay detectors, inaccurate or obsolete email addresses, network or system failures, etc. The Credit Union recommends that the service be tested prior to regular use to identify any limiting conditions that may be present. The Credit Union does not guarantee the delivery of any account alert.

## 2. Bill Pay Services.

When you apply for the bill payment service ("Bill Pay") you must designate your checking account as the account from which payments that you authorize will be deducted. 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. Your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) or Billing Account, we may issue offsetting debits and credits to the Payment Account and Billing Account and require confirmation of these transactions from you. Through your enrollment in Bill Pay, you agree that we may request and review your credit report from a credit reporting agency. In addition, you agree that we may obtain financial information regarding your account from a payee or your financial institution to resolve payment posting problems or for verification.

**a. Service Access.** Upon approval, you may use your personal computer to access your accounts. You may use your member number along with your security code to access your accounts. The Bill Payment service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's Bill Payment services may not be available due to system maintenance. You will need a personal computer, Internet access and an appropriate web browser (such as Safari, Google Chrome or Microsoft Internet Explorer). The online address for the Bill Payment service is [www.roguecu.org](http://www.roguecu.org). You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failures involving any internet service provider, telephone service or your equipment.

### b. Service Definitions.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Credit Union for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

**c. Payment Scheduling.** The earliest possible Scheduled Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, you will not be permitted to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Due Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

**d. Bill Pay Transactions.** You authorize us to process Bill Pay transactions from your checking account. You or any persons who you have authorized to use your Bill Pay service or Password can perform the following Bill Pay transactions:

- Make Bill Payments. Pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount from your designated checking account.
- Obtain Information. Obtain information (payee information, payment status information, etc.) about your bill payment account status.
- Bill Pay Payment Transactions. You authorize us to process bill payments from your designated account. You may use the Bill Pay service to initiate different types of payment transactions.

**e. Payment Transactions.** You may use Bill Pay to initiate two different types of bill payment transactions:

- "Single" payments are payments scheduled one-time, for an amount on a date you schedule, which should be at least 3 business days before the date your payment is due to assure a timely payment.
- "Recurring" payments are payments that reoccur on a preset date with a fixed amount. You have the option in Bill Pay to set recurring payments with a specific stop date.

**f. Number and Authorized Payees.** You may schedule payments with unlimited payees located in the United States. You may not make payments to federal, state or local governments or other categories of payees we designate from time to time. When you submit a Bill Pay transaction, you authorize us to transfer funds from your checking account. We will process Bill Pay transactions only to those payees the Credit Union has designated, payees you authorize and payees for whom the Credit Union has the proper payee member number. The Credit Union will not process any Bill Pay 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 process the Bill Pay transaction, we may refuse to process the transaction or we may process the transaction and transfer funds from any overdraft protection account you have authorized. The Credit Union reserves the right to refuse to process transactions that reasonably appear to the Credit Union to be fraudulent or erroneous.

**g. Service Guarantee.** Due to circumstances beyond the control of the Credit Union, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Credit Union will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

**h. Bill Payment Authorization and Payment Remittance.** By providing the Credit Union with names and account information of Payees to whom you wish to direct payments, you authorize the Credit Union to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Credit Union may edit or alter payment data or data formats in accordance with Payee directives. When the Credit Union receives a Payment Instruction, you authorize the Credit Union and its processing agents to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Scheduled Payment Date designated by you. You also authorize the Credit Union and its processing agents to credit your Payment Account for payments returned to the Credit Union by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Bill Pay Service. The Credit Union will use its best efforts to make all your payments properly. However, the Credit Union shall incur no liability and any Service Guarantee shall be void if the Credit Union is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of the Credit Union, your Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account.
- ii. The payment processing center is not working properly, and you know or have been advised by the Credit Union about the malfunction before you execute the transaction.
- iii. You have not provided the Credit Union with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- iv. Circumstances beyond control of the Credit Union (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Credit Union has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Credit Union causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Credit Union shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

**i. Payment Methods.** The Credit Union reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (Funds remitted to the Payee are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

**j. Payment Cancellation or Changing Bill Pay Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the credit union has begun processing a payment it cannot be canceled or edited, therefore a stop payment request must be submitted. If you discover an error or want to change a transaction (i.e. payment date or payment amount) for a Bill Pay transaction you have already submitted, you may electronically edit or cancel your transaction through Bill Pay. Your cancellation or change request must be submitted through Bill Pay before the payment is withdrawn from the account. If your transaction is not canceled in a timely manner, you will be responsible for the payment.

**k. Stop Payment Requests.** The Credit Union's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**l. Prohibited Payments.** Payments to Payees outside of the United States or its territories are prohibited through the Bill Pay Service.

**m. Exception Payments.** Tax payments and court ordered payments may be scheduled through the Bill Pay Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Credit Union be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Credit Union. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Credit Union.

**n. Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Pay Service electronic bill options, you also agree to the following:

- i. Information provided to the Payee. We may, at the request of a Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, to inform you about any bill information. The Credit Union is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.
- ii. Activation. Upon activation of the electronic bill feature the Credit Union may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.
- iii. Authorization to Obtain Bill Data - By activating and using the electronic bill feature for a Payee you authorize us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your username and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.
- iv. Notification. The Credit Union will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Credit Union may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically login to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.
- v. Cancellation of Electronic Bill Notification. The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The time frame for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Credit Union will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Credit Union will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- vi. Non-Delivery of Electronic Bill(s). You agree to hold the Credit Union harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
- vii. Accuracy and Dispute of Electronic Bill. The Credit Union is not responsible for the accuracy of your electronic bill(s). The Credit Union is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

### **3. Account-to-Account ("A2A") SM Transfer Service.**

The Account-to-Account ("A2A") Service enables you to transfer funds: (i) between your Accounts that you maintain with us; and (ii) between your Account(s) that you maintain with us and your Account(s) that are maintained by other financial institutions.

#### **a. Definitions.**

"Account" means a checking, money market or savings accounts.

"Recipient Account" is the account to which your funds will be credited.

"Sender" means the Transaction Account holder initiating a transfer through the A2A Service.

"Transaction Account" is the Account from which your funds will be debited, your A2A Service fees will be automatically debited, or to which funds will be returned.

"Transfer Instruction" is the information provided by you to the A2A Service for a transfer of funds to a Recipient Account.

**b. Transfer Authorization and Processing.** You represent and warrant that you are the sole 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 and to debit one of your Accounts. 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 non-sufficient funds.

**c. Transfer Methods and Amounts.** We may, at our sole discretion, impose limits on the amount of money you can transfer through our A2A 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.

**d. 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.

**e. 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 applicable fee schedule.

**f. Your Responsibilities for Accurate Information.** Your enrollment in the A2A Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the A2A Service, you agree that we reserve the right to request and 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 A2A Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. 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.

We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
- ii. The A2A Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- iii. The transfer is refused;
- iv. You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information; and/or,
- v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

**g. Failed Or Returned Transfers.** In using the A2A 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) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; (c) You may be assessed a 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 as set forth in your fee schedule from us or your Account agreement with us. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit; (d) 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, (e) We are authorized to report the facts concerning the return to any credit reporting agency.

**h. 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.

**i. Returned Transfers.** In using the A2A 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.

**j. Service Providers.** We are offering you the A2A Service through one or more service providers with whom we have contracted some or all of the service to our behalf. You agree that we have the right under this Agreement to delegate to our service providers certain rights and performance obligations that we have under this Agreement, and that our service providers will be intended third party beneficiaries of this Agreement and will be entitled to the applicable rights and protections that this Agreement provides to us.

#### 4. Mobile Banking Services.

Mobile Banking is a personal financial information management service that allows you to access account information, make payments to individuals and merchants who have previously been set up through our online bill pay services and make such other financial transactions as set forth in the Electronic Funds Transfer Agreement 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. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Access enrollment website at [www.roguecu.org](http://www.roguecu.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.

**a. 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 Access service interruptions. We assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access the Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

**b. Access to Accounts.** By enrolling in the Mobile Banking service, you certify you are an owner of the accounts represented in your enrollment. You understand that all authorized signers and authorized users of your accounts or anyone with whom you share your Password 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 limitation on or 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.

**c. 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.

**d. 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 Access 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 (k) 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 attorney's 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, mis-delivery 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 Mobile Banking. 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 Mobile Banking 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.
- vii. Third Party Beneficiary. You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, set forth in this subsection vii., and such service providers are, for the purposes of this subsection vii., third party beneficiaries with the power to enforce those provisions against you, as applicable.
- viii. Supplemental Terms and Conditions for Mobile Banking Services. The following supplemental terms and conditions are required by NCR, the Credit Union's service provider.

**SMS Message Program.** The Credit Union offers members mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, members may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts to be delivered. This program will be ongoing. Message & Data rates may apply. Members will be allowed to opt out of this program at any time. Participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless. Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of the Credit Union or any service provider.

**Questions: Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, the Credit Union and service providers, including NCR, and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software ("User Information"). The Credit Union and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you the Credit Union and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and

conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by the Credit Union that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of the Credit Union or any third-party Mobile Banking service provider; (iv) material or data that is alcoholic beverage related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose the Credit Union, any third-party Mobile Banking service provider, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of NCR or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other members of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software. You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

## 5. External Funds Transfer Service.

Within the Internet Banking service, you may separately enroll for the External Funds Transfer service for transferring funds between your linked personal deposit accounts at the Credit Union and certain deposit or card accounts at other financial institutions. The accounts at other financial institutions to or from which you request transfers are funds transfer accounts ("FT Accounts"). An "Inbound transfer" moves funds into your Credit Union account from an FT Account. An "Outbound transfer" moves funds from your Credit Union account to an FT Account. You will need to register each of your FT accounts that you wish to use for these transfers. You agree that you will only register accounts for which you have the authority to transfer funds.

**a. Service Eligibility.** You authorize us to verify your identity by obtaining information about your credit history from a consumer credit reporting agency to be used in accordance with the Fair Credit Reporting Act and other applicable laws. You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulation designed to prevent Money Laundering. If any of your FT 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

**b. Service Limitations.** All FT Accounts must be with financial institutions in the United States. No International transactions are supported with the Service. Not all types of accounts are available for funds transfer service. Also you must check with your financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution

### c. FT Account Setup.

i. Adding FT Accounts. To add an FT Account, you authorize us to access such FT Account as needed to provide this service. Upon adding an FT Account, you authorize us, if necessary, to make small deposits and/or withdrawals to the FT Account to confirm your control of the account. The withdrawal(s) amount(s) will never be greater than the deposit(s) amount. You agree to verify online the amounts of such deposits and/or withdrawals.

ii. ACH Transfers. Upon your request, we will make electronic transfers from your designated and active FT Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this Service constitute your written authorization for such transfers. You understand that your bank may limit the number of transactions that you authorize using your savings or money market account.

### d. Transfer Limitations & Requirements.

i. Transfer Cut-Off. Funds will be debited the business day after you initiate the transfer, and will be credited on the third business day after you initiate the transfer. Any inbound transfer attempt returned due to insufficient or uncollected funds will be re-submitted once for collection upon receipt of the original return entry. The cut-off time for Standard Transfers is 7 p.m. Pacific Standard Time. Any standard transfer made after the cut-off time will be initiated the next business day.

ii. Transfer Limits. Transfer limits are defined at enrollment to the service. These daily and monthly dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. A transfer remains In Process until fully processed and it will appear as "In Process" on your Transfer Funds tab within Internet Banking. Standard transfers typically remain In Process until the close of the third business day after the transfer is initiated. We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (i) any of your Credit Union accounts are not current or are not in good standing, (ii) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months, or (iii) you have had any prior transfer to or from a non-Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

iii. Modifying or Canceling Transfers. Pending transfer instructions can be canceled or modified until the status changes to "In Process". Transfer Instructions cannot be canceled or modified after cut-off time on the transfer date. If you close any of your FT Accounts, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.

iv. Status E-mail. We will periodically send messages to your primary e-mail address during the external funds transfer process. These messages will provide information pertaining to the transfer process, confirm account linkages, and contain status updates for transfers in progress. Primary e-mail address is defined in Internet 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.

## 6. VISA Check Card/Point of Sale (POS).

You may use your VISA Check Card to purchase goods and services any place your VISA Card is honored by participating merchants within the VISA, STAR, and ACCEL networks and any place you see the VISA, STAR, and ACCEL logos displayed. Funds to cover your Check Card purchases will be deducted from your checking account. You may make purchases up to the balance in your account each day, subject to the limits set forth below. This maximum amount is exclusive of the maximum withdrawals you may make at ATMs. If the balance in your account is not sufficient to pay the transaction amount, the credit union may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under the Agreement. You may make VISA Check Card purchases at participating merchants and POS terminals up to the maximum amount set by any participating merchant (if there are sufficient funds in your account). This maximum amount is exclusive of the maximum withdrawals you may make at ATMs. Daily withdrawal limitations apply.

## 7. ATM Card (ATMs).

You may use your Card and Personal Identification Number ("PIN") in automated teller machines of the Credit Union, COOP, ACCEL, STAR and CIRRUS Networks and American Express Cheque Dispensers and such other machines we may designate. At the present time, you may use your card to make the following transactions on your accounts:

- Make deposits to your regular savings and checking accounts.
- Withdraw cash from your regular savings and checking accounts.
- Transfer funds between your regular savings and checking accounts and Personal Line of Credit Account.
- Make balance inquiries on regular savings and checking accounts.
- Take a cash advance on or make payments to your Personal Line of Credit.
- Other transactions as offered and permitted in the future

**a. Cash Withdrawals.** There is no limit on the number of withdrawals you may make at Credit Union ATMs and non-proprietary ATMs. However, you may be charged a fee as set forth on the Fee Schedule. The maximum amount you may withdraw per day will depend upon your creditworthiness at account opening (based on your past credit experience, current debt, and other factors the Credit Union deems appropriate), and will range between \$45 - \$1005 (if there are sufficient funds in your account) per day (for purposes of the daily limit, a day ends at midnight) at any authorized ATM, subject to limits placed on each individual ATM. The amount that you will be eligible to withdraw will be disclosed to you at account opening. The standard amount available for withdrawals is \$505.00.

**b. Deposits.** The servicing and processing schedule of automated teller machines may result in a delay between the time a deposit is made and when it will be available for withdrawal. You should refer to the Credit Union's funds availability schedule.

**c. Transfers.** You may transfer between your regular savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations.

## 8. Phone Banking (Audio Response).

If we approve the Phone Banking audio response access service for your accounts, you must designate a separate six (6) digit Personal Identification Number (access code). You must use your PIN along with your account number to access your accounts. At the present time you may use the audio response access service to:

- Obtain balance, withdrawal, dividend, cleared check information, loan payment, due date and loan payoff information on your accounts at the Credit Union
- Transfer funds between your savings, checking, Money Maker, and loan accounts as allowed, including loan payments
- Withdraw funds from your savings, checking and Money Maker accounts by check, made payable to you and mailed to you at the address on your account.
- Transfer funds from your savings or checking account to a loan account of yours.
- Access your line of credit account and transfer funds to your checking account or authorize a check payable to you.
- Other transactions as offered and permitted in the future.

Your accounts can be accessed under audio response via a touch tone telephone only. Not all pushbutton phones are touch tone. Converters may be purchased for pulse and rotary dial phones. Phone Banking service will be available for your convenience seven (7) days per week. This service may be interrupted for short time each day for data processing. While there is

no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from a Money Maker account. Transfers from a Money Maker account will be limited to six (6) in any one month. 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. Withdrawals made by check may not exceed the amount in your 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. There is no limit on the number of transaction requests you may make during a single phone call. The system will also discontinue service after five unsuccessful attempts to enter a transaction.

## **9. Remote Deposit Service.**

**a. Remote Deposit Capture Process.** If we approve the Remote Deposit service for you, you must use your PIN with your Login to access your accounts. You may photograph an image of checks with your Remote device creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. The Credit Union's processing agent shall perform an image quality assessment of the imaged checks and shall 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 Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

**b. Deposit Acceptance & Funds Availability.** You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Remote Deposit session. In the event that the Service is interrupted or are otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method. Funds from items deposited through the Service by 4 p.m. PST will usually be available within two business days provided the item is cleared by the payor bank and the Credit Union has been given credit. There may be additional holds on deposited items as set forth in the Credit Union's Funds Availability Policy disclosure, as amended from time to time, which is incorporated herein by reference. The Credit Union reserves the right to place a hold on deposit amounts over \$500.00 for up to five (5) business days. For purposes of determining the cut-off period for the availability of funds, checks deposited via Remote Deposit session are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. 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.

### **c. Member Responsibilities**

- i. Member Settlement Account. You must designate a Credit Union savings or checking or loan account 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 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.
- iii. Deposit Requirements. You agree that you will only use the Service to deposit checks payable to you, drawn on financial institutions within the United States, excluding its territories. You are limited to making deposits of up to \$3,000 per item and up to \$5,000 per day. For checks not falling within this requirement, including but not limited to: checks payable to others or made payable to a business, traveler's checks, money orders, foreign checks, substitute checks or returned checks, postdated or stale dated checks (more than 6 months old) 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 meet the image quality standards directed in the application.
- iv. Check Retention & 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 Remote Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond thirty-five (35) 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 presentation 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.
- v. 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 Service, (ii) any image of a check that has already been deposited either as an original or as a substitute check, or (iii) any original check, the Substitute Check of which has already been presented for deposit via Remote Deposit. 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 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.
- vi. Your Representations and Warranties. You represent and warrant: (i) that you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions; (ii) that all checks deposited through the Service are made payable to you; (iii) that all signatures on each check are authentic and authorized; and (iv) that each check has not been altered. In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold 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 its 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.
- vii. 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 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.
- viii. Responsibility for Endorsement. For all mobile check deposits, you must endorse the original paper check with your name and providing: "FOR ROGUE CREDIT UNION MOBILE CHECK DEPOSIT ONLY". If you fail to provide this endorsement, we may refuse the deposit and return it to you. 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.
- ix. Account Reconciliation. You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any statement transaction errors within the time periods established for statement examination 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.

### **d. 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, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care) 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 may 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 there from may nevertheless be returned to Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to Credit Union.
- iv. Account Information. We will provide you with daily transaction history via the Internet and Mobile Banking service detailing items processed, return items, and deposit adjustments.
- v. Retention of Check Images. We will retain any substitute checks it generates for seven (7) years.

**e. Service Fees.** Currently there is no monthly fee for the Remote Deposit Service. You agree to pay all fees and charges for deposit services as set forth on the Rate and Fee Schedule. All Service Fees are subject to change by Credit Union upon twenty-one (21) days written notice to Member.

**f. Disclaimer of Warranties.** YOU ACKNOWLEDGE THAT THE REMOTE DEPOSIT 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 NON-INFRINGEMENT. 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). MEMBER FURTHER ACKNOWLEDGES 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. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

#### **g. Credit Union's Liabilities.**

**i. Direct Damages.** THE CREDIT UNION'S LIABILITY FOR REMOTE DEPOSIT SERVICES SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER 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 MEMBER IN CONNECTION WITH ANY MATTER.

**ii. Your Duty to Report Errors.** You will notify 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.

#### **h. Credit Union's Performance.**

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

### **10. Card Controls**

**a. The card management feature** is offered by Rogue Credit Union (referred to herein as "Card Controls", "us", "we" or "our") for use by Rogue Credit Union cardholders. Rogue Credit Union's card management feature is intended to allow You to initiate certain payment card related activities for Your enrolled Rogue Credit Union card(s) via the card management feature. Those activities may include the ability to but not limited to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("Controls")
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases ("Alerts")
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Report Your card as lost or stolen
- Review Your spending by merchant type and/or by month
- View a list of merchants storing Your card information for recurring or card-on-file payments

The card management feature may enable access to Rogue Credit Union and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at [http://maps.google.com/help/terms\\_maps](http://maps.google.com/help/terms_maps). Html and the Google Legal Notices found at [https://www.google.com/help/legalnotices\\_maps/](https://www.google.com/help/legalnotices_maps/), or such other URLs as may be updated by Google. To the extent the card management feature allows You to access third party services, Rogue Credit Union and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts.

Rogue Credit Union reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in Rogue Credit Union's card management feature.

**b. Availability/Interruption.** You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device ("Notification") is dependent on a number of factors including, without limitation, Your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas.

- If you registered to receive Notifications to Your mobile device, the card management feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. Rogue Credit Union does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.
- You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither Rogue Credit Union nor its third-party service providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither Rogue Credit Union nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. Rogue Credit Union, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.

### **Card Control Privacy Notice**

Rogue Credit Union (the "App")- powered by Fiserv - helps you control your credit and/or debit cards through your mobile device, making it easy to manage your finances on the go.

The App allows you to:

- get real-time balances for your accounts
- manage your money
- view your transactions and statements
- make transfers
- pay your bills and manage billers
- deposit a check
- receive alerts
- manage cards

This Privacy Policy, in combination with other relevant privacy notices that we provide to you (e.g., pursuant to financial privacy laws), inform you of the policies and practices regarding the collection, use and disclosure of any personal information that we and our service providers collect from or about users in connection with the App's website and mobile application (the "Services").

#### **The Types of Information We Collect in the APP**

Through your use of the Services, we may collect personal information from you in the following ways:

##### **a. Personal Information You Provide to Us.**

- We may collect personal information from you, such as your first and last name, address, e-mail, telephone number, and social security number when you create an account.
- We will collect the financial and transaction information necessary to provide you with the Services, including account numbers, payment card expiration date, payment card identification, verification numbers, and transaction and payment history.
- If you provide feedback or contact us via email, we will collect your name and email address, as well as any other content included in the email, in order to send you a reply.
- We also collect other types of personal information that you provide voluntarily, such as any information requested by us if you contact us via email regarding support for the Services.

**b. Personal Information Collected from Third Parties.** We may collect certain information from identity verification services and consumer reporting agencies, including credit bureaus, in order to provide some of our Services.

**c. Personal Information Collected Via Technology.** We and our service providers may automatically log information about you, your computer or mobile device, and your interaction over time with our Services, our communications, and other online services, such as:

- Device data, such as your computer's or mobile device's operating system type and version, manufacturer and model, browser type, screen resolution, RAM and disk size, CPU usage, device type (e.g., phone, tablet), IP address, unique identifiers, language settings, mobile device carrier, radio/network information (e.g., Wi-Fi, LTE, 3G), and general location information such as city, state or geographic area
- Online activity data, such as pages or screens you viewed, how long you spent on a page or screen, the website you visited before browsing to the Service, navigation paths between pages or screens, information about your activity on a page or screen, access times, and duration of access.
- Cookies, which are text files that websites store on a visitor's device to uniquely identify the visitor's browser or to store information or settings in the browser for the purpose of helping you navigate between pages efficiently, remembering your preferences, enabling functionality, and helping us understand user activity and patterns.

- Local storage technologies, like HTML5 and Flash, that provide cookie-equivalent functionality but can store larger amounts of data, including on your device outside of your browser in connection with specific applications.
- Web beacons, also known as pixel tags or clear GIFs, which are used to demonstrate that a webpage or email was accessed or opened, or that certain content was viewed or clicked.
- Location Information. If you have enabled location services on your phone and agree to the collection of your location when prompted by the Services, we will collect location data when you use the Services even when the app is closed or not in use; for example, to provide our fraud detection services. If you do not want us to collect this information, you may decline the collection of your location when prompted or adjust the location services settings on your device.

#### **How We Use Your Information Collected in the APP**

- a. General Use. In general, we use your personal information collected through your use of the Services to respond to your requests as submitted through the Services, to provide you the Services you request, and to help serve you better. We use your personal information, in connection with the App, in the following ways:
- facilitate the creation of, and secure and maintain your account
  - identify you as a legitimate user in our system
  - provide improved administration of the Services
  - provide the Services you request
  - improve the quality of experience when you interact with the Services
  - send you administrative e-mail notifications, such as security or support and maintenance advisories; and send surveys, offers, and other promotional materials related to the Services.
- b. Compliance and protection. We may use your personal information to:
- comply with applicable laws, lawful requests, and legal process, such as to respond to subpoenas or requests from government authorities
  - protect our, your or others' rights, privacy, safety, or property (including by making and defending legal claims)
  - audit our internal processes for compliance with legal and contractual requirements and internal policies
  - enforce the terms and conditions that govern the Service; and
  - prevent, identify, investigate / deter fraudulent, harmful, unauthorized, unethical, or illegal activity, including cyberattacks and identity theft.
- c. Creation of Non-Identifiable Data. The App may create de-identified information records from personal information by excluding certain information (such as your name) that makes the information personally identifiable to you. We may use this information in a form that does not personally identify you to analyze request patterns and usage patterns to enhance our products and services. We reserve the right to use and disclose non-identifiable information to third parties in our discretion.

#### **Disclosure of Your Personal Information**

We disclose your personal information collected through your use of the Services as described below.

- a. In Accordance with Our Other Privacy Notices. Other than as described in this Privacy Policy in connection with the App, this Privacy Policy does not apply to the processing of your information by us or third parties with whom we share information.
- b. Third Party Service Providers. We may share your personal information with third party or affiliated service providers that perform services for or on behalf of us in providing the App, for the purposes described in this Privacy Policy, including: to provide you with the Services; to conduct quality assurance testing; to facilitate the creation of accounts; to optimize the performance of the Services; to provide technical support; and/or to provide other services to the App.
- c. Authorities and Others. Regardless of any choices you make regarding your personal information, The App may disclose your personal information to law enforcement, government authorities, and private parties, for the compliance and protection services described above.

#### **Links to Other Sites**

The App may contain links to third party websites. When you click on a link to any other website or location, you will leave the App and go to another site and another entity may collect personal and/or anonymous information from you. The App's provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other website or location or its contents. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites. We encourage you to read the privacy policy of every website you visit.

#### **Your Choices Regarding Your Information**

You have several choices regarding use of information on the Services.

- a. How We Respond to Do Not Track Signals. Some web browsers transmit "do not track" signals to the websites and other online services with which your web browser communicates. There is currently no standard that governs what, if anything, websites should do when they receive these signals. We currently do not act in response to these signals. If and when a standard is established, we may revise its policy on responding to these signals.
- b. Access, Update, or Correct Your Information. You can access, update, or correct your information by changing preferences in your account. For additional requests, please contact us.
- c. Opting Out of Email or SMS Communications. If you have signed-up to receive our email marketing communications, you can unsubscribe any time by clicking the "unsubscribe" link included at the bottom of the email or other electronic communication. Alternatively, you can opt out of receiving marketing communications by contacting us at the contact information under "Contact Us" below. If you provide your phone number through the Services, we may send you notifications by SMS, such as provide a fraud alert. You may opt out of SMS communications by unlinking your mobile phone number through the Services.
- d. Opting Out of Location Tracking. If you initially consented to the collection of geo-location information through the Services, you can subsequently stop the collection of this information at any time by changing the preferences on your mobile device. Please note, however, that if you withdraw consent to our collection of location information, you may no longer be able to use some features of the App.

#### **Safeguards and Retention**

We implement reasonable administrative, technical, and physical measures in an effort to safeguard the information in our custody and control against theft, loss and unauthorized access, use, modification, and disclosure. Nevertheless, transmission via the internet is not completely secure and we cannot guarantee the security of your information.

#### **A Note About Children**

The Services are not directed towards individuals under the age of 18, and we do not, through the App, intentionally gather personal information about visitors who are under the age of 18. If a child under 18 submits personal information to us through the App and we learn that the personal information is the information of a child under 18, we will attempt to delete the information as soon as possible.

#### **Privacy Policy Updates**

This Privacy Policy is subject to occasional revision. We will notify you of any material changes in its collection, use, or disclosure of your personal information by posting a notice on the Services. Any material changes to this Privacy Policy will be effective thirty (30) calendar days following notice of the changes on the Services. These changes will be effective immediately for new users of the Services. If you object to any such changes, you must notify us prior to the effective date of such changes that you wish to deactivate your account. Continued use of the Services following notice of any such changes shall indicate your acknowledgement of such changes.

#### **Contact Us**

If you have any questions or complaints about this Privacy Policy or The App's data collection or processing practices, or if you want to report any security violations to The App, please contact us at 800.856.7328.

### **11. Conditions of Service Use.**

The use of your Consumer Electronic Services is 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 honor 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. **Currency Conversion/Foreign Transaction Fee.** Purchases and cash advances made in foreign countries will be billed to you in the U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the 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. In addition, you will be charged a Foreign Transaction Fee of up to 1% of the transaction amount for any card transaction made in a foreign country.

### **12. Authorized Access and Use.**

a. **Authorized Access.** If you authorize anyone to access or use your account, you understand that person may access and use the Internet or Mobile Banking service to review all of your account information and make 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 access or 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 immediately, so the Credit Union has time to act upon your instructions. 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.

b. **Security of Access Code (Password).** The access code is your Personal Identification Number (Password) you select for your security. Your Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password 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 Password or Wireless Device, you understand that person may use the Internet Banking 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 Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions. If you fail to change your Password or maintain the security of your Password and the Credit Union suffers a loss, we may terminate your electronic services immediately.

### 13. Member Liability.

**a. Transaction Authorization.** Under this Agreement, you are responsible for all transactions you authorize using any Electronic Services. If you permit other persons to use your Password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, you must notify us immediately if you believe anyone has used your Password and accessed your accounts without your authorization.

**b. Liability.** If you permit other persons to use an Electronic Service, Card or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. If you suspect that your VISA Check Card or card number has been lost or stolen, you may not be responsible for any unauthorized Card transactions if you report the theft within two days. Telephoning is the best way of keeping your possible losses down. For VISA Check Card transactions, if you promptly notify us of your lost or stolen card, you will not be liable for any losses provided you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, 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. Also, if your statement shows EFT transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss, if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Password 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:** (800) 856-7328

**In person at one of the Rogue Credit Union branches. Visit the Credit Union website at [www.roguecu.org](http://www.roguecu.org) for branch locations. Business days – Our business days are Monday through Friday. Holidays are not included.**

**Mall:** Rogue Credit Union  
PO Box 4550  
Medford, OR 97501

For a lost Visa Check Card contact 1-800-856-7328. If you are negligent in the care of your card (e.g. if you keep your access code and Card together) and the Credit Union incurs a loss, we reserve the right to not reorder your Card.

### 14. Electronic Services 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. There are certain charges for the ATM and Visa Check Card Services as set forth on the Rate and Cost Recovery Schedule.

**a. ATM Fees.** If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

**b. Internet Banking Service.** There is no fee for Internet Banking.

**c. External Funds Transfer Service.** There is no fee to initiate standard inbound external funds transfers. There is a \$5 fee to initiate an outbound funds transfer. 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 FT Accounts institution.

### 15. Right to Receive Documentation.

**a. Periodic Statements.** Transfers, withdrawals, and purchases transacted through an ATM, POS terminal, Phone Banking or Internet Banking, or with a participating merchant will be recorded on your periodic statement, provided by mail or electronically if you have requested an electronic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You get a receipt at the time you make a transaction (except inquiries) using an ATM or POS terminal or with a participating merchant.

**c. 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 receive information about your deposit by calling our phone banking (541-734-0607), toll free (1-800-815-2224) or our office at (800-856-7328) or Internet Banking if you are an authorized user. This does not apply to transactions occurring outside the United States.

### 16. 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.roguecu.org](http://www.roguecu.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.

### 17. Right to Stop Pre-authorized Payments.

If you have told us in advance to make regular payments out of your account, you may stop any of these payments by notifying us either orally or in writing. Stop payment orders will generally be permitted orally. If you call, you agree that we may record your stop payment order request. We reserve the right to require written stop payment orders. All orders will be confirmed in writing by the credit union in the form of a written notice of confirmation delivered to the member. Our records will be conclusive evidence of the existence, details of your stop payment order or its revocation. We must receive your request at least three (3) business days before the scheduled date of the payment. You will need to tell us your name, account number, the payment amount, the payment date and the person or company who is to receive the payment. Your stop payment order is effective only for the pre-authorized payment scheduled to be made on the payment date(s) which you give us. If the stop payment order is not received in time for us to act upon it, we will not be liable to you or to any party for payment of the item. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled and we do not do so, we may be liable for your losses or damages only if accurate information was provided to us.

### 18. Notice of Varying Amounts.

If your regular payments will vary in amount, Regulation E requires the person you are going to pay to tell you ten (10) days before each payment, how much it will be and when it will be made. 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.

### 19. Credit Union Liability for Failure to Make Transfers.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your 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. However, there are some exceptions. We will not be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, or credit union user instructions for making transfer transactions.
- If the Card has expired or is damaged and cannot be used.
- If the automated teller machine (ATM) where you are making the transfer does not have enough cash or was not working properly and you knew about the problem when you started the transaction.
- If your computer fails or malfunctions or the Phone Banking, Internet Banking services were not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal 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 a transfer or bill payment.
- The ATM or POS terminal may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.
- If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- If the 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 Credit Union.
- If there are other exceptions as established by the Credit Union.

### 20. Termination of Services.



You agree that we may terminate this Agreement and your Electronic Services, if you, or any authorized user of the services or Password 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 Password. 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. However, monthly fees will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

#### **21. 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.

#### **22. Billing Errors.**

In case of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- a. Tell us your name and account number. (if any).
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigations within ten (10) business days after we hear from you and will correct any 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 a POS transaction error, 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 (five (5) business days for VISA Check Card purchase transactions) 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.

#### **23. 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.

#### **24. ATM Safety Notice.**

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities:

- a. Be aware of your surroundings, particularly at night.
- b. Consider having someone accompany you when the ATM or Night Deposit Facility is used after dark.
- c. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete the transaction.
- d. 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.
- e. 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.
- f. If you are followed after making a transaction, go to the nearest public area where people are located.
- g. Do not write your personal identification number or code on your ATM card.
- h. Report all crimes to law enforcement office immediately.