



DIGITAL BANKING AGREEMENT

1. **Introduction.** This Agreement is the contract which covers your and our rights and responsibilities concerning Digital Banking services offered to you by Oregonians Credit Union ("Credit Union" or "we"). In this Agreement, the words "you" and "yours" mean those who enroll in Digital Banking services and any authorized users. The word "account" means any one or more accounts you have with the Credit Union. By using a Digital Banking service, you agree to the following terms. Electronic funds transfers ("EFTs") are electronically initiated transactions through Digital Banking services involving your deposit accounts. EFTs are subject to the terms of your Membership and Account Agreement.

2. **Online 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 to access your accounts. The Online Banking 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 Online Banking services may not be available due to system maintenance. You will need a personal computer and a web browser. The address for the Online Banking service is <https://www.oregonianscu.com/>. 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. At the present time, you may use the Online Banking service to:
 - a. Transfer funds between your savings, money market, and checking accounts.
 - b. Transfer funds from your checking, savings, and money market accounts to a loan account.
 - c. Transfer funds from a line of credit to your checking, savings, or money market accounts.
 - d. Transfer funds to another member's account.
 - e. Review account balance, and transaction history for checking, savings, and money market accounts.
 - f. Review information on your loan accounts.
 - g. Make bill payments from your checking account using the Bill Payment service.
 - h. Make transfers to accounts at other financial institutions using our A2A service or P2P service.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

3. **Online Banking Service Limitations.** The following limitations on Online Banking transactions may apply:
 - a. Transfers. 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, or lower an account below a required balance. The Credit

Union may set other limits on the amount of any transaction and you will be notified of those limits.

- b. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

4. **Mobile Banking Service Terms and Conditions.**

- a. Service Access. Mobile Banking is a personal financial information management service that allows you to access account information and make transactions as set forth below using compatible and supported mobile phones and/or other compatible and supported wireless devices ("Mobile Device"). We reserve the right to modify the scope of the Mobile Banking Service 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. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking and Bill Payment services will be accessible through the Mobile Banking service.

If you use a touch ID, facial-recognition or PIN supported mobile device, you may also have the ability to access your accounts using touch ID, facial recognition or mobile PIN ("mobile credentials") to log in. Such features cannot discern between your mobile credentials and the mobile credentials of others who are enrolled on your device. If you elect to use mobile credentials to access your accounts and you have permitted or will permit other individuals to enroll their mobile credentials on your device or you provide your mobile credentials to another individual, you understand and agree that those individuals have your authorization and full access to you accounts.

- b. Use of Services. 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 any instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Mobile Banking software application. In the event we change or upgrade Mobile Banking, you are responsible for making sure you that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device.
- c. Transactions. At the present time, you may use the Mobile Banking service to:
 - i. Transfer funds between your savings, money market, and checking accounts.
 - ii. Transfer funds from your checking, savings, and money market accounts to a loan account.
 - iii. Transfer funds from a line of credit to your checking, savings, or money market accounts.
 - iv. Transfer funds to another member's account.
 - v. Review account balance, and transaction history for checking, savings, and money market accounts.
 - vi. Review information on your loan accounts.
 - vii. Make bill payments from your checking account using the Bill Payment service.

- viii. Make transfers to accounts at other financial institutions using our A2A service or P2P service.
- ix. Make deposits using the Mobile Deposit service.
- d. 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 (e.g., Verizon, T-Mobile, etc.). 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 Mobile 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.
- e. Your Obligations. When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following requirements:
- 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 Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- ii. *User Conduct*. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would:
- 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 application;
 - be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity;
 - 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);
 - be false, misleading or inaccurate;
 - 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;
 - be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
 - potentially be perceived as illegal, offensive or objectionable;
 - interfere with or disrupt computer networks connected to Mobile Banking;
 - interfere with or disrupt the use of Mobile Banking by any other user; or
 - use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

- f. Mobile Banking Service Limitations. 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 Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Mobile 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.

5. **Mobile Deposit Service Terms and Conditions.**

a. Mobile Deposit Service.

- i. *Mobile Deposit Capture Process.* If we approve the Mobile 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 mobile device creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. The Credit Union may, in its discretion, convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.
- ii. *Funds Availability.* Funds from items deposited through the Service will be available in accordance with the Credit Union's Funds Availability Policy disclosure, as amended from time to time, which is incorporated herein by reference. You agree that the imaging and transmitting of checks alone does not constitute receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available. Checks deposited through Mobile Deposit are not received by the Credit Union until we have acknowledged receipt and provided credit to your account.
- iii. *Deposit Limitations.* The Credit Union may establish limits on the aggregate or individual dollar amount of checks deposited using the Mobile Deposit Service, and shall notify you if it does. You agree to abide by such limits.
- iv. *Deposit Acceptance.* You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Mobile Deposit session. In the event that the Mobile Deposit 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.

b. Member Account.

- i. *Member 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 Mobile Deposit 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 Mobile Deposit Service. Credit Union shall not be
- iii. *Deposit Requirements.* You agree that you will only use the Mobile Deposit Service to deposit checks drawn on financial institutions within the United States, excluding its territories. For checks not falling within this requirement you must deposit those checks in person, using a night drop facility or by U.S. Mail. You agree that each check you deposit through the Mobile Deposit Service will meet the image quality standards directed in the application. For all mobile check deposits, you must endorse the original paper check with your name and providing: "FOR OREGONIANS CREDIT UNION MOBILE DEPOSIT ONLY". If you fail to provide this endorsement, we may refuse the deposit and return it to you and you agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement.
- iv. *Check Retention and Destruction.* You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and your Membership and Account Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond forty-five (45) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation,
 - theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Mobile Deposit Service); and
 - 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:
 - any substitute check, the original of which has already been presented for deposit via the Mobile Deposit Service;

- any image of a check that has already been deposited either as an original or as a substitute check;
- any original check, the substitute check of which has already been presented for deposit via Mobile Deposit;
- any check made payable (individually or jointly) to someone who is not an owner on your account;
- any post-dated or stale-dated check;
- money orders, travelers checks, or gift checks;
- starter checks or counter checks; and
- state warrants or other instruments that are not checks.

In the event that you, or any third party, makes, or attempts to make, a deposit in violation of this subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other 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 Mobile Deposit Service and you assume all liability to the drawer of any item imaged using the Mobile Deposit 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:

- that you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions;
- that all checks deposited through the Mobile Deposit Service are made payable to you;
- that all signatures on each check are authentic and authorized; and
- that each check has not been altered.

In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold 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 Mobile Deposit 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 Mobile Deposit Service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your failures to access the Mobile Deposit 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. *Account Reconciliation.* You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Membership and Account Agreement after receipt of your account statement. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

c. Credit Union's Obligations.

- i. *Financial Data.* We will review and process your electronic file through a batch processing at one time per day. The Credit Union agrees to transmit all the financial data under its control required to utilize the Mobile Deposit 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 Mobile Deposit 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 Mobile Deposit Service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Mobile Deposit Service.
- ii. *Service Availability.* You understand that Mobile Deposit 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 Mobile Deposit Service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You

acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union based on the image 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 the Online Banking service detailing items processed, return items, and deposit adjustments.
 - v. *Retention of Check Images.* Credit Union will retain any substitute checks it generates for seven (7) years.
 - vi. *Service Fees.* Currently there is no monthly fee for the Mobile 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 thirty (30) days written notice to Member.
 - vii. *Disclaimer of Warranties.* YOU ACKNOWLEDGE THAT THE MOBILE 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 MOBILE DEPOSIT SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MOBILE DEPOSIT SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE MOBILE DEPOSIT SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE MOBILE DEPOSIT SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU ASSUME ALL RISKS RELATING TO THE FOREGOING.
- d. Your Duty to Report Errors. You will notify Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Mobile Deposit Service 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.
- e. 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 Mobile Deposit 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 Mobile Deposit Service are commercially reasonable.

6. **Bill Payment Service.**

- a. Bill Payments. You must have an open Oregonians Credit Union checking account in good standing and have access to Credit Union online banking service to use bill payer services. Termination of online banking services will terminate bill payer services. There are no monthly fees for using Credit Union bill pay regardless of the number of monthly payments. We have contracted with a third party vendor to provide the Bill Payer Services and you authorize us to utilize any bill payer vendor we designate to provide the Bill Payer Services to you on our behalf. You may request the Bill Payer Services by signing a request form in our office; sending us a request by email from an email address that we have on record for you; or via online banking. Your utilization of the Service binds you to the terms of this Agreement. We reserve the right to verify your identity via direct contact or by other means.
- b. Setting up Payees/Payments. If you want to add a new payee, use "Payments/Add a Payee" on the system or speak to a service representative. You may add a new fixed payment to a payee, only if the payee is on your authorized list of payees, and by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service. Credit Union reserves the right to refuse the designation of a payee for any reason. Each payee accepted by Credit Union will be assigned a payee code. You may pay almost any payee you wish. There are several restrictions: 1) The merchant must be located in the United States; 2) Payments may not be remitted to tax authorities or government and collection agencies; 3) Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities and 4) Court directed payments are unauthorized (alimony, child support, or other legal debts), 5) payments related to gambling are not authorized. Credit Union is not responsible if a bill payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee or if you attempt to pay a payee that is not on your authorized payee list.
- c. Single Payments. A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payments process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by Credit Union is currently 2:00 pm Eastern Time (11:00 am Pacific Time). We reserve the right to change the cut-off time. You will receive notice if it changes. If the payment date you select is not on a business day, it will be deemed to be the first business day after the date indicated.
- d. Recurring Payments: When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based up the following rules:
 - i. *If the recurring payment's "pay backward" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
 - ii. *If the recurring payment's "pay backward" option is not selected (or if the "pay backward" option is not available), the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

You must allow at least five (5) business days, prior to the due date, for each bill payment to reach the payee. (For mid-west subscribers, allow seven (7) days and for west coast subscribers allow eight (8) days.) Any bill payment can be changed or canceled, provided you access the bill pay service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to Credit Union. Credit Union reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the account and Credit Union has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree Credit Union, at its option, may charge any of your accounts with the Credit Union to cover such payment obligations.

- e. Failed Payments. In the event we are unable to process a Services transaction, (if, for example, there are insufficient funds in Your designated Accounts) the transaction will result in a "Failed Payment". In the event of Failed Payments, we reserve the right to suspend your subscription to the Services. This suspension may be without prior notice to you. If your subscription is suspended, transactions which were previously initiated may still continue to be processed unless canceled and confirmation of such cancellation is provided as specified below. Suspension will be handled by Accounting and all inquiries and correspondence relating thereto including requests for reinstatement should be directed to Accounting. In the event your subscription is suspended, we will notify you by mail to your listed address. With respect to any Failed Payment, you agree to reimburse us (if we have not already taken funds from another Credit Union Account you own) within three (3) days after notice is sent to you, for any funds we have already paid to one or more of your designated merchants which we were unable to recover by debit to the merchant or charge to you. Transfers from other accounts by Credit Union could affect pending transactions in those accounts. Credit Union is not liable for any damages due to those failed transactions due to our need to transfer funds to recover overdrawn funds.
- f. Limitation of Liability. Under no circumstances will we be liable if we are unable to complete any payments and/or transfers initiated in a timely manner via the Services because of the existence of any one or more of the following circumstances:
- i. You do not obtain Confirmation at the time you initiate a payment and/or transfer.
 - ii. Your designated account does not contain sufficient funds to complete the payment.
 - iii. You have closed the designated account.
 - iv. We have identified you as a credit risk and have chosen to:
 - (a) make all payments and/or transfers initiated by you via the Services utilizing a paper, as opposed to electronic, method, or to

- (b) terminate your subscription to the Services, or
 - (c) to close your account.
- v. The Services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you execute the transaction. (Problems or incompatibility with our systems due to your equipment or your software are your sole responsibility).
 - vi. You have not provided us with the correct information for those merchants to whom you wish to direct payment or accounts to which you wish to make a transfer.
 - vii. The merchant mishandles or delays handling payments sent by us.
 - viii. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.

We are not responsible for any other loss, damage or injury, whether caused by your equipment or software, the Services, or any technical or editorial errors contained in or omissions from any user guide/brochure related to the Services. We shall not be responsible for any direct, indirect, special or consequential damage arising in any way out of the installation, use or maintenance of your equipment, software or the Services, except where the law requires a different standard

- g. Preauthorized Transfers. You may make direct transfer withdrawals from your account to a particular person or company with whom you have arranged to make periodic transfers. Transfers will be deducted from your account, subject to available funds.

7. **Security of Access Code.**

- a. Initial Access. After you have successfully accessed the Online or Mobile Banking Service, you will then select a specific, personal password to access the Online and Mobile Banking Service for future access to the system. After your initial sign-on, you may change your password at any time by selecting the appropriate function from the User Options menu within the Online or Mobile Banking Service.
- b. Security. The personal identification number or access code ("access code") that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the Online 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.
- c. Authorization. If you authorize anyone to use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of

these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

8. **Termination of Digital Banking Services.** You agree that we may terminate this Agreement and your Digital Banking services, if you, or any authorized user of your Digital Banking services or access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or access code or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.
9. **Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you of any change, as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we will send it to the e-mail address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.
10. **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, subject to Oregon law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision 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.
11. **A2A/P2P Service.** Your use of the A2A and P2P service is subject to the Transfer Money (A2A) Disclosure and Pay A Person (P2P) Disclosure you receive when you enroll in the service, in addition to this Agreement.