

**HAPO COMMUNITY CREDIT UNION
BUSINESS ONLINE BANKING AGREEMENT & DISCLOSURES**

The Agreement sets forth your and our rights and responsibilities concerning use of the HAPO Community Credit Union Business Online Banking Service. In this agreement the terms “we,” “us,” and “our” refer to HAPO Credit Union. The terms “you” and “your” refer to the business member/account owner, and each Business Administrator or Business User.

1. Administration.

a. Business Administrators. A business administrator may create, edit, delete and maintain key services including the resetting of Usernames and Passwords. The primary Administrator may use all accounts, modules and services. Administrators may add, edit or delete other business users, unlock and authorize new passwords for other business users. Administrators designate the level of access available to each individual user.

b. Users. A user is anyone who is granted access to your account via Business Online Banking. Unless a user’s access to particular accounts or services is specifically restricted by an administrator, the user may have access to all of your accounts or services.

c. Account Access. Business Online Banking may be accessed using a personal computer, tablet, or other device capable of internet access. To login, each User will need a username and password. For security purposes, each user will be required to select a Password that meets required length and format. Each user must use their password along with any other required information to access the account. You are responsible for the proper operation and maintenance, and operation of any computer and software and supported browsers being utilized for Business Online Banking. The Credit Union will not be responsible for any errors or failures involving telephone service, Internet service provider, your software installation or your computer’s operation.

2. Online Banking Services. Upon approval, you may use your personal computer to access your accounts. You must use your username along with your password 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 (such as Safari or Internet Explorer). The Online address for the Online Banking service is www.hapo.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. At the present time, you may use the Online Banking service to:

- Transfer funds between your savings, checking and money market accounts.
- Review account balance, and transaction history for checking, savings, money market, and certificates
- Review information on your loan account.
- Make bill payments from your checking account using the Bill Pay service if enrolled in the service.
- Transfer funds from your checking and savings to your loan account.
- Order new checks for your checking account.

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 make funds transfers to your other 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.

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

c. Bill Pay Service. When you apply for the Bill Pay Service 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 have the option to set your payments up as recurring or manual one time payments. You are not permitted to designate governmental agencies or courts. We reserve the right to not allow the designation of a particular merchant or institution. You may not use this service to pay taxes. Unless advised otherwise, payments may only be made to payees located in the United States.

You or any persons who you have authorized to use your Bill Pay Service, Online Banking Service, sign-on Password or any other credentials can perform the following transactions:

(1) Pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount on demand, from your designated Checking Account.

(2) Obtain information (payee information, payment status information, etc.) about your Bill Pay account status.

(3) Bill Pay Transactions. You authorize us to process bill payments from your designated account. You may use the Bill Pay service to initiate three different types of payment transactions:

- "On demand" or "one-time" payments are payments that are not reoccurring. You set up the payment date and amount each time you wish to make a payment to the payee. You may cancel or edit a payment if the status is pending.
- "Expedited" payments are delivered faster than standard payments. These payments are subject to a fee as set forth in the Rate and Fee Disclosures. You **cannot** cancel or edit an expedited payment once it has been submitted.
- "Recurring" payments are payments that are reoccurring on a fixed due date and fixed amount. You have an option in the Bill Pay system to set these automatic payments to continue indefinitely or set a maturity date. You may cancel or edit a payment if the status is pending.

(4) Authorized Payments. When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account or any other account you

designate. We will process bill payment transfer requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee information. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

(5) Processing Payments. The amount of your requested bill payments will be deducted from your account (normally within two business days of the date that the payment is transmitted to the payee). You will receive a confirmation number at the time of each transaction. Therefore, you must have sufficient funds available to cover your payment on the date in which the payment is scheduled to be issued.

Bill payments are delivered to the payee either electronically, which may take up to five business days from the Scheduled Debit Date, or by check to those payees not set up to accept electronic payments, which may take up to ten business days from the Scheduled Debit Date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

(6) Canceling or Changing Bill Payments. You may cancel or stop payment on Future and Recurring bill payments instructions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a bill payment that you have already scheduled for transmission through the Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation request must be entered and transmitted through the Bill Pay service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment.

If you wish to place an oral stop payment on a recurring bill payment transaction, not using the Bill Pay service, the Credit Union must receive your oral stop payment request at least three (3) business days before the Scheduled Debit Date. You may call the Credit Union at the telephone number set forth in Section 5 to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within 14 days after the call.

(7) Third Party Services. The actual payment mailings (Checks) and electronic fund transfers of bill payments are handled by an independent third party. Neither the Credit Union nor our third party affiliates will be responsible for the completion and accuracy of the transaction information that you submit, add, or delete from the online bill payment platform.

4. Mobile Banking Service Terms and Conditions.

a. Service Access. Mobile Banking allows you to access account information and make transactions as set forth above 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 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 Credit Union's website. 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.

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 the Online

instructions posted on our Web site. 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 account access service to:
- Transfer funds between your savings, checking, and money market accounts.
 - Transfer from your savings, checking, and money market accounts to a loan account.
 - Transfer funds from a line of credit account to your savings, checking, or money market account.
 - Review account balance and transaction history.
 - Review information on your loan account.
 - Initiate bill payments to third party payees that have been established through Online Banking.
 - Make deposits using the Mobile Deposit Capture 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., Cingular, Verizon, Sprint, T-Mobile, AT&T, 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. Mobile Banking Software License. You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Software application on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to download and install the Software application to that new or different Mobile Device. This License shall be deemed revoked immediately upon:

- your termination of Mobile Banking in accordance with this Agreement;
- your deletion of the Software application from your Mobile Device; or
- our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software application from your Mobile Device.

f. 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.

g. Mobile Banking Service Limitations. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any 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. Deposit Capture Service Terms and Conditions.

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

b. Desktop Deposit Capture Service. If enrolled, the Desktop Deposit Capture Service permits deposits using desktop scanning devices to create images of checks to be deposited. You must designate a Credit Union savings or checking account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with a Deposit Capture service. The Credit Union will provide you with details of the specific transactions, reported similarly as other transactions, that were a result of access to the service. All equipment used in connection with the Remote Deposit Service must satisfy technical specifications and requirements set forth in the Documentation. Such technical specifications and requirements may change from time to time in the Credit Union's sole discretion. The Credit Union shall not be responsible for providing or servicing any equipment for you. You assume responsibility for any loss, damages, claims, expenses, or liability arising from malfunction of your equipment. The Credit Union will not be responsible in any manner for any deficiency caused in whole or in part by inaccurate or otherwise deficient data programs, equipment, or communication facilities provided by you or parties other than the Credit Union. In addition, you agree that you will not (1) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the Remote Deposit technology or Service, (2) copy or reproduce all or any part of the technology or Service, or (3) interfere, or attempt to interfere, with the technology or Service. You will be responsible for the payment of all telecommunications expenses associated with the Service.

c. Your Responsibility for Deposit Capture Services.

(i) Funds Availability. Funds from items deposited through a Deposit Capture service will be available no later than the day 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 disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited by a Deposit Capture service are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. You agree that the scanning and transmitting of checks does not constitute receipt by Credit Union. 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.

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

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

(iv) Deposit Requirements. You agree that you will only use a Deposit Capture service to deposit checks drawn on financial institutions within the United States. You must deposit checks not falling within this requirement in person, using a night drop facility or by U.S. Mail. You agree that each check you submit for deposit through a Deposit Capture service will meet image quality requirements that we may publish from time to time.

(v) Check Retention & Destruction. You understand and agree that all deposit items belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement. After receipt by Credit Union of any transmission by you of imaged items for deposit to your account, Credit Union will acknowledge by electronic means its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Remote Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that it must use a high degree of care to protect these original checks against security risks. These risks include, without limitation:

(i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Remote Deposit Capture service), and

(ii) unauthorized use of information derived from the original checks.

When you destroy and dispose of, the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.)

(vi) Endorsement. All items must be endorsed prior to submitting them via the Mobile Deposit Capture service or Desktop Deposit Capture. Eligible endorsements must include your signature.

(vii) **Financial Responsibility.** You are 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 it may give to the Credit Union, for your failure to access the service properly in a manner prescribed by the Credit Union and for your failure to supply accurate input information.

(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 Help File (exclusive of weekends and applicable holidays) after receipt of the applicable detail report from the Credit Union. 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. **Deposit Prohibitions.** You shall not 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 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, traveler's checks, or gift checks;
- Starter checks or counter checks; and
- State warrants or other instruments that are not checks.

If you or any third party transmits, or attempts to transmit, 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 item. 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) are responsible for the processing and handling of any original items which are imaged and deposited utilizing the service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

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

e. Credit Union's Obligations.

(i) Financial Data. We will transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. We shall exercise due care in seeking both to preserve the confidentiality of the username and password, and any other identifier that may be required 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 you, 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. We will retain any substitute checks we generate for seven (7) years.

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

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

6. Security of Password.

a. Initial Access. After you have successfully completed and submitted the Online Banking registration form, you will be contacted by the Credit Union to initiate your use of the services. To log on to our Online Banking Service for the initial sign on, you must use the username and password provided to you electronically. After your initial sign-on, you may change your password by selecting the appropriate function from the My Settings menu within the Online Banking Service.

b. Security. The password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your password, you understand that person may use the Online 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 password and you agree that the use of your password will have the same effect as your signature authorizing transactions.

c. **Authorization.** If you authorize anyone to use your password 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 password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed. If you fail to maintain or change the security of these passwords and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

7. Member Liability. You are responsible for all transfers you authorize using the Online Banking services under this Agreement. If you permit other persons to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, if you believe anyone has used your password and accessed your accounts without your authority, change your password immediately and contact us at once. Telephoning is the best way of keeping your possible losses down.

If you believe your password has been lost, stolen or compromised or that someone has transferred or may transfer money from your account without your permission, call:

HAPO Community Credit Union 509-943-5676 or 800-284-4276

8. Fees and Charges. There are no charges for the Online Banking services at this time. There is a monthly fee for Bill Pay services. From time to time, the charges may be changed. We will notify you of any changes as required by law.

9. Transaction Documentation. Transfers and withdrawals transacted through Online Banking will be recorded on your periodic statement by mail or electronically if you have requested an electronic statement. You may request that your statement be provided electronically.

10. Account Information Disclosure. We may disclose information to third parties about the Online Banking transfers you make in the following limited circumstances:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the authorization request of a third party merchant;
- c. To comply with government agency or court orders;
- d. If you give us your express permission.

11. Limitation of Liability for Online Banking Services. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or loss, whether caused by the equipment, software, Credit Union, or by browser, or by access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Online Banking services or browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Online Banking Services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- b. If you used the wrong password or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions

c. If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.

d. If circumstances beyond your control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.

e. If the funds in your account are subject to an administrative hold, legal process or other claim.

f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.

g. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.

h. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Online service provider, any computer virus or problems related to software not provided by Credit Union.

i. If there are other exceptions as established by the Credit Union.

12. Termination of Online Banking Services. You agree that we may terminate this Agreement and your Online Banking services, if you, or any authorized user of your Online Banking 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 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.

13. 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 at least twenty-one (21) days before the effective date 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.

14. 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 Washington 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 Washington 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.