



Providence
FEDERAL CREDIT UNION

Online Banking Agreement

1. Introduction. This Agreement is the contract which covers your and our rights and responsibilities concerning the online home banking and Bill Pay bill payment services offered to you by Providence Federal Credit Union. In this Agreement, the words you and yours mean those who submit a paper or online Authorization form and any authorized user. The word account means any one or more share accounts you have with the Credit Union.

By submitting the authorization for the Online Banking service or by accepting or using the password to make any Online Banking transactions, you agree to the following term governing your and our rights and responsibilities concerning online electronic funds transfer services. Electronic funds transfers (EFTs) are electronically initiated transactions through Online Banking online services involving your deposit accounts.

2. Online Banking Services. Upon approval, you may use your personal computer to access your accounts. You must use your member number or 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 Online Banking services may not be available due to system maintenance. You will need a personal computer and a web browser (such as Google Chrome or Microsoft Internet Explorer). You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failure involving your computer. At the present time, you may use the Online Banking service to:

- Transfer funds
- Review account balance, and transaction history
- Review information on your loan account(s)
- Make Bill Pay bill payments from your Checking account.
- Request a withdrawal from any eligible Share, Checking, or Loan account by check mailed to you.
- Download account information to Quicken
- Communicate with the Credit Union using the Secure Message Center

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 Share or 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. All checks are payable to you as primary member and will be mailed to your postal address of record. 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. Secure Message Center. You may use the secure message center to send messages to us. The message may not, however, be used to initiate a transfer or stop payment order on your account. The Credit Union may not immediately receive messages that you send and the Credit Union will not take action based on requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 5.

d. 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 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 or any persons who you have authorized to use your Online Banking Service 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 Pays from your designated account. You may use the Bill Pay service to initiate three different types of payment transactions:

- Non-recurring payments are payments that are not reoccurring. The payments can be canceled or changed through Bill Pay up until 12:00 Midnight before your Scheduled Debit Date.
- Future payments are payments that you initiate each payment by setting the payment amount and due date. The payment can be canceled or changed through Bill Pay up until 5:00 p.m. CST on the business day before the scheduled processing date.
- Recurring payments are payments that are reoccurring on a fixed due date and fixed amount. You have an option in the Bill Pay to set Automatic Payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through Bill Pay up until 12:00 Midnight before the Scheduled Debit Date.

(4) Authorized Payments. When you transmit a Bill Pay instruction to us, you authorize us to transfer funds to make the Bill Pay transactions from your Checking account or any other account you designate. We will process Bill Pay 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 code 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 make the Bill Pay 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 Pay will be deducted from your account on the Scheduled Debit Date and will be posted 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 Scheduled Initiation Date. There is a dollar limit of \$9999.99 (or your available balance) on any payment.

Bill Pay 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 payments in such a manner that your obligations will be paid on time. You should enter and transmit your Bill Pay 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 Pay authorization.

(6) Canceling or Changing Payments. Payments designated as on demand transactions cannot be stopped, canceled or changed once your Bill Pay session has ended. You may cancel or stop payment on Future and Recurring Bill Pay instructions under certain circumstances by following the instructions provided. If you discover an error or want to change a payment for a Bill Pay that has already been scheduled, 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 Pay 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.

4. Password.

a. Initial Access. After you have successfully completed and submitted the Online Banking online application, the Credit Union will enable the Service within one business day. To log-on to the Online Banking Service for the initial sign-on, you must use your password.

b. Password. 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 of 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 your password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

5. 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, tell us at once if you believe anyone has used your password and accessed your

accounts without your authority. For Online Banking 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 password, 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 Online Banking transfers 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 the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized Online Banking or Bill Pay transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your security code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (503) 215-6090. Or contact us electronically by sending a secure message through the Online Banking service. You can also write to us at:

Providence Federal Credit Union
6400 SE Lake Rd, Ste. 125
Milwaukie, OR 97222

6. Business Days. Our business days are Monday through Friday. Holidays are not included.

7. Fees and Charges. There are certain charges for Online Banking services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law.

- a. The Online Banking service fee is free to members.
- b. Bill Pay Service is free.

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

9. Account Information Disclosure. We will maintain the confidentiality and privacy of your electronic funds transaction information in accordance with our privacy policy as stated on our website at: www.providencecu.org. However, We will disclose electronic funds transfer information to third parties about your account or the 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 electronic transactions upon the request of a third party merchant as allowed by law;
- c. To comply with government agency or court orders;
- d. If you give us your express permission.

10. Limitation of Liability for Online Banking Services. 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 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 bodily injury, whether caused by the equipment, software, Credit Union, or by the Internet browser providers, or by Internet 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 and Bill Pay services, or Internet browser or access software. In this regard, although we have taken measure to provide security for communications from you to us via the Online Banking and Bill Pay 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 Pay 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 our 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 Pay 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 Internet 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.

11. 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 security 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.

12. 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.

13. Statement Errors. In case of errors or questions about your Online Banking transactions, contact us by: telephone at the phone numbers, send us an e-mail, or write us at the address set forth in Section 5, 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.

- Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us 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 investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

14. Other General Terms.

a. Other Agreements. In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with the Credit Union, as described in your Membership and Account Agreement, prior receipt of which you acknowledge.

b. Severability. In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

15. 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.