

PACIFIC CREST FEDERAL CREDIT UNION

E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT

You are signing up to use the Pacific Crest Federal Credit Union ("Credit Union") Online Banking Services. This E-Signature and Electronic Disclosures Agreement ("E-Sign Agreement") applies to all communications, documents, disclosures, and electronic signatures related to the products, services, and transfers offered or accessible through the Service offered by the Credit Union for all cardholders, authorized users, account owners, account signers, applicants, and any other person using this Service as a Sender or Recipient or registering to use this Service.

Agreement to Conduct Transactions by Electronic Means

You agree to conduct the transfers offered through the Service by electronic means and acknowledge that all documents, disclosures, forms, and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use this Service and submit information to the Credit Union you agree to the electronic access, receipt, and acceptance of documents, disclosures, and forms. You may not use this Service unless you agree to receive documents by electronic means.

You further agree that you intend to electronically contract with us for the Service and that all transactions completed through this Service will result in valid and legally binding agreements. You also agree that you have adequate access to a computer, mobile phone, or access device with sufficient internet connectivity to conduct these transactions online. You acknowledge that you meet the hardware and software requirements to access this Service as described below.

Agreement to Use Electronic Signatures

By checking the "I Agree" check box you are electronically signing this E-Sign Agreement and the Terms of Use related to the Services. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in this Agreement and terms of use documents just as if you had physically signed the same documents with a pen.

Agreement to Receive Disclosures Electronically

You agree to receive all legal and regulatory notices, disclosures, and other communications associated with your registration or use of this Service through electronic means including web-based electronic interface, mobile phone interface, or email.

Availability of Printed Copies

We recommend that you print and retain copies of any of the E-Sign Agreement and terms of use, disclosures, or other related documents from your computer, mobile phone, or other access device associated with all transactions utilizing the Service. There is no charge for you to download and print these documents.

Contact Information

To use this Service you must provide your current email address so that we can send you important information related to your use of this Service. You may review and update the personal information maintained about you in the "Settings" section of the Site at any time to ensure that it is accurate.

Hardware, Software, and Operating System

The requirements for accessing our online systems to use this Service and access disclosures are as follows: You must use a computer, mobile phone, or other access device to use this Service. You must have a device that uses a supported version of one of the following browsers: Internet Explorer, Firefox, Chrome, Safari, etc. You may also use a mobile phone application developed for this Service if your mobile phone supports it. You are responsible for installation, maintenance, and operation of devices used to access this Service. Credit Union is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. Credit Union is also not responsible for viruses or related problems associated with use of these online systems.

ONLINE BANKING AGREEMENT & DISCLOSURES

This Online Banking Agreement and Disclosures (“Agreement”) is the contract which covers your and our rights and responsibilities concerning Online Banking offered to you by Pacific Crest Federal Credit Union (“Credit Union”). The Agreement includes any online banking ancillary services including but not limited to, account to account transfers, person to person transfers, billpay services, mobile banking, and mobile deposit. In this Agreement, the words “you” or “yours” mean those who agree to online banking services, joint owners, and authorized account signers. In this Agreement the words “we” and “us” and “our” mean Pacific Crest Federal Credit Union. The word “account(s)” means any one or more savings, checking, and loan accounts you have with the Credit Union. The words “online banking” refer to our services provided to you at www.mypcfcu.org or through our mobile app.

By submitting to the Register for Online Banking Access process, you agree to the following terms governing your and our rights and responsibilities concerning online banking electronic funds transfer services. Electronic funds transfer (“EFT”) are electronically initiated transactions through online banking services involving your accounts.

Online Banking Services

Upon approval, you may use your personal computer, mobile phone, or other access device to access your accounts. You must use your user name and your password to access your accounts. Online Banking Services is typically accessible seven (7) days a week. This service may be unavailable during brief maintenance periods. To access this service, you will need a personal computer and a web browser (such as Internet Explorer, Firefox, Chrome, Safari, etc.), mobile phone, or other access devices as allowed by the Credit Union. The online address for online banking services is www.mypcfcu.org. You are responsible for the installation, maintenance, and operation of your access device. The Credit Union will not be responsible for any errors or failures involving any access device.

You may use Online Banking Services to:

- Transfer funds between your savings and checking accounts.
- Transfer funds between your savings or checking accounts and your linked accounts at other financial institutions.
- Transfer funds from your savings or checking accounts to your Pathfinder Term Share Certificate (transfer limits apply).
- Transfer funds from your line of credit accounts to your savings or checking accounts.
- Transfer funds from your savings or checking accounts to other Credit Union members’ savings, checking, or loan accounts.
- Transfer funds from your savings or checking using person to person transfer options.
- Make loan payments from your savings or checking accounts.
- Make payments from your checking accounts to pay third parties through the billpay services.
- Obtain balance information for your accounts.

- Determine if a particular item has cleared your account.
- Complete self-service maintenance including:
 - Open an additional savings or checking account.
 - Apply for a loan product, credit card, or term share certificate.
 - Order checks.
 - Send and receive secure messages.
 - Receive account statements and other account disclosures/notifications regarding your account.
 - Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
 - Download various Credit Union forms.
 - Set up account alerts.
- Request a stop payment on a check or recurring Automated Clearing House (ACH) debit.
- Locate our physical branches.
- Deposit checks to your checking accounts.
- Download savings and checking account transactions into Quicken or QuickBooks.
- Establish budget goals.
- Track spending.
- Change your mailing address and other contact information.
- Receive account alert notifications.

Some of the services listed above may not be available for your specific account type.

Transactions involving your accounts will be subject to the terms of your Agreements and Disclosures previously provided to you. Contact any Pacific Crest branch or call 800.570.0265 if you need an additional copy of your Agreements and Disclosures.

The Credit Union does not make any warranty, express or implied, to you regarding Quicken or QuickBooks software programs including but not limited to any warranty of merchantability or fitness for a particular purpose.

Electronic Funds Transfer Provisions (Consumer Accounts Only)

This section applies only to a debit or credit from consumer checking or savings accounts that are subject to Regulation E. Also refer to your Electronic Services Agreement and Disclosure previously provided to you with your Agreements and Disclosures.

If you notify us within two business days of learning of the loss or theft of your account password, your liability for unauthorized transactions won't exceed \$50, or the amount of unauthorized Electronic Funds Transfers (EFTs) that occur before notice to us, whichever is less. If you notify us more than two business days of learning of the loss or theft of your password, your liability won't exceed \$500, or \$50, plus the amount of unauthorized EFTs that occurred within the two business days, plus the amount of unauthorized EFTs that occur after the close of two business days and before notice to us.

To avoid liability for subsequent transfers, you must report unauthorized EFTs that appear on your periodic statement within 60 days of our statement transmittal date. If you don't, your liability won't exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would have not occurred had you notified us within the 60-day period. You may also be liable for amounts described above.

If you delay in notifying us due to an extenuating circumstance, we will extend the times specified above to a reasonable period.

If you believe there is an error or unauthorized transaction on your account:

Telephone us at 800.570.0265, or write to us at P.O. Box 1179, Klamath Falls, OR 97601 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we send you the first statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Stop Payment Requests

Stop payments placed through the online banking services are for request purposes only and the stop payment will not be effective until the following business day providing the item being requested to stop has not already cleared the account.

To place a check stop payment we will need the following:

- Check payee.
- Check number.
- Check date.
- Check amount.
- The reason for the stop payment request.

In asking that we stop payment on a check, you agree to indemnify and hold us harmless for said amount and for all expenses and costs, including a reasonable attorney's fee, incurred by it on account of refusing payment of said item, and further agree not to hold us liable on account of payment contrary to the request if made through inadvertence or accident, or by reason of such insufficient funds. If a duplicate check is issued or if the original check is returned, you agree to notify us promptly. If the stop payment request is not previously revoked, you agree that it will automatically expire at the end of six months unless a request is made before that time for the stop payment to continue in force. The stop payment fee is defined in your Schedule of Fees and Charges.

To place a stop on a recurring ACH item, we will need:

- The payee name.
- The payment amount.
- The scheduled date of the transfer.
- The amount of times the stop is to be in effect.
- The reason for the stop payment request.

To place an ACH stop payment, your request must be 3 business days or more before the payment is scheduled to be made.

The stop payment fee is defined in your Schedule of Fees and Charges.

Transfers to and From Accounts at Other Financial Institutions (Account to Account Services)

Account to account (A2A) services allows you to transfer to or from your savings and checking accounts with us (Eligible Credit Union Account) to or from your accounts at other financial institutions (Verified Account).

Authorization to Transfer Funds. You represent that you own each Eligible Credit Union Account with us and each Verified Account with another financial institution and have full right and authority to all the funds on deposit therein. In addition, you authorize us to execute and charge your Eligible Credit Union Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to your Eligible Credit Union Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when your A2A transfer requests are made in accordance with the procedures established by us. You agree that we have no obligation to execute any request for a transfer using A2A transfer that is not initiated in accordance with such procedures. You understand that acceptance and processing of an A2A transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until you have informed the Credit Union and we have had a reasonable opportunity to act on it.

You agree that the Credit Union is relying upon the information you provide in originating an A2A transfer on your behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding your Verified Account are your responsibility. You agree that if A2A transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that financial institutions holding your Verified Accounts may not investigate discrepancies between names and numbers and the Credit Union has no responsibility to investigate discrepancies between names and account numbers. Not all types of accounts are available for funds transfer service. For example, retirement, business and corporate accounts may not be eligible. Also, you must check with your financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution. All funds transfers are also subject to the rules and regulations governing the relevant Verified Accounts. You agree not to request any A2A transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

Account Set-up and Verification. The Credit Union will initiate a funds transfer request for you when you access your Eligible Credit Union Account(s) using the established login credentials. The Credit

Union's procedures are designed to authenticate your identity before accepting a request for an A2A transfer but not to detect errors in the content of your instructions. You authorize us to verify your account at another financial institution ("Third Party Account") through the use of a trial transfer, in which three low value transactions will be made between the accounts. Once the verification process is successful, each Third-Party Account will become a Verified Account. You agree to verify online the amounts of such deposits and/or withdrawals. Upon your request, we will make electronic transfers from your designated and active Eligible and Verified Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this service constitute your written authorization for such transfers. You understand that your financial institution may limit the number of transactions that you authorize using your savings or money market account.

Transfer Requirements and Conditions. Your request for a transfer will be executed on the current Business Day so long as it is initiated by the cutoff time which may be as early as 2:00 p.m. If your request for a Standard transfer is received by the Credit Union on a day that is not a business day or on a business day after the established cut-off hour, we will not process your request until the next business day.

We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (i) any of the accounts you have with us are not current or are not in good standing, (ii) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months, or (iii) you have had any prior transfer to or from a non-Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

Modifying or Cancelling Pending Transfers. Pending transfer instructions can be cancelled or modified until the cut-off time on the transfer date. If you close an Eligible or Verified Account, you are responsible to remove it from the service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.

Rejection of an A2A Transfer Request. We reserve the right to reject your funds transfer request. We may reject a request if the dollar value of one or more of your transfer requests exceed the daily or monthly transfer limit, if you have insufficient available funds in your Eligible Credit Union Account for the amount of the A2A transfer, if your request is incomplete or unclear, if the Credit Union identifies a security risk related to a requested transfer, or if the Credit Union is unable to fulfill your request for any other reason. You understand the Credit Union may reject a request for an A2A transfer for one or more of the reasons set forth above.

Cancellations, Amendments, or Recalls. You may cancel or amend a funds transfer request only if we receive your request prior to the execution of the funds transfer request and at a time that provides us with a reasonable opportunity to act upon that request. We shall not be liable to you for any loss resulting from the failure of the beneficiary financial institution to agree to a recall or amendment of your funds transfer request. You further agree that we shall not be responsible for any delay, or failure to execute your funds transfer request due to circumstances beyond our reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the bank or execution of such request by the financial institution, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary financial institution or beneficiary financial institution.

Member to Member Transfers

The online banking service gives you the option of transferring funds one time or recurring from your savings, checking, or line of credit accounts to another member's savings, checking, or loan accounts. You will need to provide certain identifying information about each account you are transferring to in order to complete the transfer. For these transfers, you agree that you will only attempt to transfer funds when authorized to do so by the member receiving the funds. This service may not be available for all accounts or members.

You agree that you will have sufficient available funds in the designated account to cover all transfers on the date scheduled. If the account does not have sufficient available funds on the scheduled date, we may elect not to initiate the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees and interest thereon.

Mobile Deposit Services

By using the service, you continue to agree to all other terms and conditions, disclosures and agreements provided to you by the Credit Union.

You may use the service to make deposits to your checking accounts.

Definitions Applicable to Mobile Deposit:

- Business Day means any day of the week that is not a Saturday, Sunday, or a Federal Holiday.
- Device means a device eligible for service.
- Eligible Device means a device approved by the Credit Union to use with the service.
- Image means the electronic image of the front and back of an item.
- Item is an original check, cashier's check, official check, teller check, United States Treasury check, or any other payment instrument drawn on a financial institution within the United States and payable in United States currency that is payable to you.

By using the service, you authorize us to deposit electronically transmitted digital images of paper checks to your account. We may revoke or limit access to the service at our discretion. You agree that the receipt of an image does not occur until we have notified you through your access device that the image has been received via an on-screen message and/or email notification. You are responsible for any information you transmit to us. We may process the image by preparing a substitute check or clearing the item as an image. We reserve the sole right to reject any item you submit for deposit to your account using the service. You understand that items deposited using the service is a provisional credit to your account and you agree to indemnify us against any loss suffered because of your acceptance of use of the service.

You agree to transmit an image to us using only devices that we have authorized. We may reject any device that has not been approved by us.

You are responsible for all costs for operating your device.

Deposited Check requirements include:

Endorsement. Prior to capturing the image of any check deposited, you agree to endorse the back of the check as follows: "For Mobile Deposit Only at Pacific Crest FCU" and your signature.

Retention. You agree to retain the original check for 90 days and then destroy the check in a secure manner. Secure manner may include writing “VOID” on the front side of the check or otherwise rendering the check incapable of further transmission, deposit, or presentment. During this 90-day time period, you agree to promptly provide the check to us upon request.

Image. The image of the check being transmitted to us must accurately and legibly include the following:

- The identifying information of the drawer of the check and the paying financial institution that is preprinted on the check.
- Complete and accurate MICR information and drawer’s signature.
- Other information placed on the front of the check prior to the check being imaged.
- Endorsements on the back of the check.

The quality of the image must meet the standards as established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association.

We, at our sole discretion reserve the right to reject any image that we determine is of insufficient quality or does not conform to the above-mentioned standards.

You agree that it is your sole responsibility to monitor whether an image you have attempted to deposit has been rejected by us. You also agree that you will hold us harmless from any loss or liability you may incur due to us rejecting an image you attempted to deposit.

By using the service, you are authorizing us to process the image you sent us.

Items Eligible to Deposit Using Mobile Deposit Capture. You agree to scan and deposit only checks as defined in Federal Reserve Regulation CC (Reg CC). You agree that the image of the check is transmitted only to us and will be deemed an “item” within the meaning of Article 3 and 4 of the Uniform Commercial Code. You also agree that you will not use mobile deposit capture to deposit any of the items described below:

- Checks payable to others (even if endorsed over to you).
- Checks payable to more than one payee, unless deposited into an account in the name of all payees.
- Drafts or checks payable on sight.
- Remotely created checks (checks lacking the original signature of the person authorizing the check).
- Substitute checks (checks created from an electronic image).
- Postdated or stale dated checks.
- Checks that have been altered on any of the fields on the front of the check, including those authorized by the account owner, or are irregular in any way (e.g. where the number amount and written amount are different).
- Checks that have been previously returned unpaid for any reason.
- Checks drawn on a foreign financial institution or payable in currency other than United States dollars.
- Checks drawn on another account owned by you or checks on accounts owned by you with us.
- Checks you suspect may be fraudulent or unauthorized.
- Checks that are in violation of any federal or state law, rule, or regulation.

- Checks that exceed any daily limit enforced by us.
- Any checks we choose to refuse with or without cause.

Deposited Images. You can consider the image being received by us when you receive confirmation from us that the image has been received. Receipt of the confirmation does not commit that the transmission was error free, complete, or will be credited to your account.

We reserve the right to charge back any image you deposited to your account at any time.

Availability of Funds. You agree that the items deposited using the services are not subject to our Funds Availability Policy Disclosure.

In some cases, we may not make funds from deposits using the service available. Should we decide not to make the funds available, a notice will be sent to you by the next business day as to when the funds will be made available to you. Depending on the type of check that you deposited using mobile deposit capture, funds will be made available to you no later than the 5th business day after the business day of your deposit. In addition, the first \$200 of your deposit will be made available on the business day your deposit is received.

Transmitted Items. You agree not to allow an image or item to be presented to us for payment more than once to the extent that it could result in the payment of the image or item being paid more than once. You will not attempt to deposit an image or item to us that you have already presented to any other financial institution or have been paid for in any other manner. If any image or item is presented or deposited more than once, we may, at our discretion, reject the image or item and or charge it against your account without prior notice.

Returned Items and Right of Chargeback. If any image of a check you deposit is dishonored or otherwise returned unpaid by the institution which is it drawn on, you understand that we will return the check to you in the form of a substitute check. If you decide to redeposit the check, you may only redeposit the substitute check by taking the check to one of our branch locations or mailing your deposit to P.O. Box 1179, Klamath Falls, OR 97601. You may not re-deposit the original check using mobile deposit services. Your account will be charged the amount of the check in addition to any applicable fees as previously disclosed to you.

Cooperation with Investigations. You agree to cooperate with us in any investigation of unusual transactions, poor quality transmissions, and resolution of consumer claims.

Check Presentations. You agree to the following representations and warranties with respect to each digital image processed by you per this Agreement:

- The item is a digital image of the front and back of the check and accurately represents all of the information on the front and back of the check as of the time you converted the check to a digital image,
- The imaged item contains all endorsements applied by parties that previously handled the check in any form for forward collection or return; and
- There will be no duplicate presentment of a check in any form, including as a digitized image, as a paper negotiable instrument, or otherwise and you assume responsibility for any such duplicate presentment of any check.

Electronic Statement and Other Disclosures Delivery

When selecting electronic delivery of statements and other required notices and disclosures, you agree to receive your periodic account statements online through our electronic delivery service ongoing from the time you select this service. Your online statements may include the periodic account and transaction activity for your deposit and loan accounts; notices for insufficient funds, certificate maturity, and other similar account notices; year-end tax statements for dividends earned and mortgage interest paid; and any disclosures.

We will send you an e-mail or a text message, as you have requested, whenever your monthly statement, account notice, or tax form is available for review, as well as a link to our website to access and view these documents. You will need Adobe Acrobat Reader software to read your statements, notices, and disclosures which can be downloaded at no charge. You will be able to access your statements and other documents online for a period of 24 rolling months. You also have the option to download or print the documents for your future reference.

You have the right to request and receive your statements and other documents in paper form, and you may withdraw your consent to receive online statements at any time. There are no fees or account restrictions for choosing to withdraw your consent for online statements.

Alerts

The Credit Union may automatically send you certain alert messages via email, text notification, or other electronic means and is not responsible for any fees or charges from your electronic services provider(s). These notices may include but are not limited to notifications of detected suspicious activity related to your accounts. You may opt out of receiving these notifications through the online banking service.

You may establish alerts as available through online banking. These alerts may be established, modified, or cancelled at your discretion.

You agree that these alerts may not be sent encrypted and may include your name and certain information pertaining to your account.

User ID and Password Security

Your Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password available to anyone. If you authorize anyone to have or use your Password, you understand that person may use online banking services to review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions.

If you 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 us 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 change your Password or maintain the security of your Password and the Credit Union suffers a loss, we may terminate your electronic services immediately.

Limitation of Liability for Online Banking Services

If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. Our sole responsibility for an

error in a transaction will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by law. We will not be liable for the following:

- If, through no fault of ours, there is not enough money in your accounts, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, your account is inactive, or if the transaction involves a loan request that exceeds your credit limit.
- If you used the wrong account or Password, you have not properly followed any applicable online banking or our user instructions for making online banking transactions.
- If your access device malfunctioned or the phone lines were not working properly or our computer system was not working properly and such problem(s) should have been apparent when you attempted your transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent us from completing the transaction.
- If the funds in your account are subject to an administrative hold, legal process, or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If you have not given us complete, correct, and current instructions so we can process the transaction.
- If an error was caused by a system beyond our control such as a telecommunication system, an internet service provider, any computer virus, or problems related to software not provided by us.
- If there are other exceptions as established by us.

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. In addition, we reserve the right to terminate the service if you fail to use the service for more than six months.

You or any other party to your account can terminate this Agreement by notifying us in writing or by calling us at 800.570.0265. Termination of service will be effective the first business day following the receipt of your notification. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Notices

We reserve the right to change the terms and conditions upon which this service is offered. We will notify you at least twenty-one (21) days before the effective date of any change, or within any timeframe as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Contact Information

You agree to notify us immediately if you change your email address, mailing address, phone number(s), or any other contact information you previously provided to the Credit Union.

Online Banking Billpay Agreement

This Agreement is the contract which covers your and our rights and responsibilities concerning Billpay offered to you by Pacific Crest Federal Credit Union (Credit Union). The Billpay Agreement includes any online banking ancillary services. In this Agreement, the words “you” or “yours” mean those who agree to online banking services, joint owners, and authorized account signers. In this Agreement the words “we” and “us” and “our” mean Pacific Crest Federal Credit Union. The word “account(s)” means any one or more savings, checking, term share certificate, and loan accounts you have with the Credit Union. The words “online banking” refer to our services provided to you at www.mypcfcu.org or through our mobile app.

In order to use Billpay services, you must be enrolled in our online banking service and have agreed to the terms and conditions of any applicable online banking agreements.

You may use our Billpay service to direct us to make payments from your designated checking account to the Payees you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures, and other documents in effect from time to time governing your account.

Service Fees

Fees may apply based on the service requested such as rush payments to payees. Any additional fees for services will be provided at the time the service is requested. You may opt out of paying the fee by selecting another method of payment other than the one requested.

Instructions for Setting up Payees & Payments

Payees. If you want to add a new Payee, first select the Payee tab located in Billpay. We reserve the right to refuse the designation of a Payee for any reason.

Payments. You may add a new payment to a Payee by accessing the service and entering the appropriate information. You may add, delete, or change a Payee through your Billpay access.

You may pay any Payee within the United States (including U.S. territories and APOs / AEOs).

We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

The Billpay Process

Single Payments. A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment’s processing date, provided the payment is submitted prior to the daily cut-off time on that date. Contact us at 800.570.0265 for any applicable cut-off times.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment’s processing date, the payment will be processed on either the prior business day or the following business day as designated by you.

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 processing date is calculated

for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's pay before option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's pay after option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing 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 processing date, then the last calendar day of that month is used as the calculated processing date.

Single and Recurring Payments

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.

Payment Methods

We reserve the right to select the method of sending funds to the payee. Payment methods include ACH and by a check drawn on your checking account with us.

You may also make a payment through ACH methods by entering the payee's routing number and account number. You must accurately enter the recipient's account information. Transfer instructions relating to the transmission and issuance of data related to such transfer instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association (NACHA), and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E. Any credit to an account shall be provisional until we or the third-party institution, which holds the account, has finally settled such credit. Your funds may not reach the intended recipient because of errors you made in entering the routing number and account number. The funds that are credited to the account cannot be recalled by us.

Stop Payments

You may place a stop payment on a check delivered via Billpay provided the check has not already cleared your account. You may place a stop payment on a check through online banking services, at any branch location, or by contacting us at 800.570.0265.

Cancelling or Editing a Payment

A Billpay can be changed or cancelled any time prior to the cutoff time on the scheduled processing date by following the Billpay instructions. Once a payment has begun processing, a payment cannot be cancelled or edited. A stop payment may be placed if a check was issued to the payee.

Available Funds

It is your responsibility to ensure you have adequate funds in your account to cover your Billpay requests.

If we receive a Billpay request from you and your checking account has insufficient funds available to cover the requested transaction, we may at our discretion:

- Convert the payment by transferring funds from other accounts you have with us.
- Pay the request and create an overdraft on your account.
- Decline the Billpay request.

Any negative balance you have in your account as a result of us initiating your Billpay requests are governed by your Agreements and Disclosures.

Electronic Storage of Billing Statements

This service is for your convenience only. It is your responsibility to contact your biller directly if you do not receive your electronic bill (eBill).

You must create the biller as a payee in your Billpay services in order to be able to receive eBills from the biller. Some billers may present you with additional terms and conditions. We are not party to such terms and conditions.

You may elect to stop receiving eBills at your discretion. In addition, the biller may elect to stop electronic delivery at any time.

Prohibited Payments

Payments to Payees outside of the United States or territories are prohibited through Billpay.

Liability

You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

We are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

We are not liable for any failure to make a bill payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a Payee for a bill payment.

We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

Amendment

We have the right to change this agreement at any time by notice to you electronically through the Billpay service or as otherwise permitted by law.

Termination

We have the right to terminate this agreement at any time. You may terminate this agreement by written notice to us at P.O. Box 1179, Klamath Falls OR 97601 or by calling 800.570.0265.

We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf.

associated with use of these online systems.

PACIFIC CREST PERSON TO PERSON SERVICE AGREEMENT AND TERMS OF USE

This Agreement is the contract which covers your and our rights and responsibilities concerning Person to Person (P2P) offered to you by Pacific Crest Federal Credit Union (Credit Union). The Agreement includes any online banking ancillary services. In this Agreement, the words “you” or “yours” mean those who agree to P2P services including, joint owners, and authorized account signers. In this Agreement the words “we” and “us” and “our” mean Pacific Crest Federal Credit Union. The word “account(s)” means any one or more savings, checking, term share certificate, and loan accounts you have with the Credit Union. The words “online banking” refers to our services provided to you at www.mypcfcu.org or through our mobile app.

You are signing up to use the Pacific Crest Federal Credit Union (“Credit Union”) P2P service powered by Acculynk that allows you to send funds to another person. This agreement applies to all communications, documents, disclosures, and electronic signatures related to the products, services and transfers offered or accessible through the Service offered by the Credit Union for all cardholders, authorized users, account owners, account signers, applicants, and any other persons using this Service as a Sender or Recipient or registering to use this Service.

In order to initiate P2P services, you must be enrolled in our online banking service and have agreed to the terms and conditions of any applicable online banking agreements.

You may use our P2P service, to direct us to make payments from your designated checking account to the individual you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures, and other documents in effect from time to time governing your account.

This Agreement sets forth the terms and conditions under which the P2P service is offered. The P2P service allows you to transfer funds to a Recipient through electronic means. This Agreement affects your rights, you should read it carefully.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. Credit Union or its Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

Any account accessed through P2P is also subject to the terms and conditions of your Account Agreements and Disclosures (“Account Disclosures”). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of P2P.

Definitions

- “Account” or “Accounts” refers to any accounts that may be debited or credited with funds under this Agreement.
- “Recipient” means the individual to whom you transfer funds to.
- “Sender” is the Credit Union Cardholder that transfers funds to another person through the Service.
- “Service” means the P2P service powered by Acculynk that allows a Sender to send funds to Recipient.
- “Service Provider” is Acculynk, a company that arranges for person-to-person payments to customers of any U.S. financial institution.

- “Site” is the Service Provider’s electronic location accessed by a user through a mobile phone, computer, or other access device.
- “Transfer” means an electronic movement of funds from an account at Pacific Crest to an account of another party by means of the P2P service.
- “Transfer Instructions” are the information that you provide when using P2P services.

Description of Service and Consent

Debit card holders may send one-time Transfers to our members or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer, mobile phone, or other access device. You may register for the service which will make future transfers more convenient for you. To use this service, you are providing information to our service provider from your computer, mobile phone, or other access device. The service provider is a vendor of ours.

By participating in P2P services, you are representing to us that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding transfers. In addition, you are consenting to the receipt of emails or automated text messages from us or our agent, regarding the transfers, and represent to us that you have obtained the consent of the recipients of your intended transfers.

Funds may be transferred to any account in the United States as long as the transfer is legal and allowed by the financial institutions involved.

Eligibility

Individuals aged 18 years and older with a debit card issued by us are eligible to use P2P service to send funds to a recipient. Any individual age 18 years and older with an account in the United States that may receive POS or ACH transactions may use this service to receive funds that are transferred by the sender. The P2P service is not offered to individuals under the age of 18. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. We do not knowingly collect any personal information from or about individuals under 18 years of age. Do not submit such information to us, and as a parent or legal guardian, do not allow your children to submit personal information without your permission. By using the P2P service, you represent that you meet these requirements.

Transfers

You may make one-time transfers by entering your debit card number and email address. You provide the recipient's email address or mobile phone number, and the P2P service uses this information to notify the recipient. A recipient must accept the transfer within 10 days, or the transfer will be cancelled and reversed. During this period, funds will be removed from your account for the amount of the transfer and the fee. Once the recipient has successfully accepted the transfer, funds will be sent to the recipient’s financial institution for deposit to the recipient's account. We are not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended recipient. The name you enter will help you identify your intended recipient in the drop-down menu and your transaction history but will not be used to process payments. You must accurately enter the recipient's email address or mobile phone number since your obligation to pay for the transfer will not be excused by an error in the information you enter.

Transfer instructions relating to external accounts and the transmission and issuance of data related to such transfer instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association (NACHA) and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an account shall be provisional until we or the third-party institution, which holds the account, has finally settled such credit.

It is the responsibility of the sender and recipient of funds to provide accurate information. You agree that you as sender are authorized to withdraw funds from the accounts associated with the card number you are providing. You authorize us, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, and verifying your information against third party databases or through other sources.

You authorize us to debit your account to complete the transfer you request.

Sender Acknowledgment

By using the P2P service you, as the sender, authorize the sending of an email or text message instructing the recipient how to receive the funds that you are sending. You are further authorizing any recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Your funds may not reach the intended recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately at 800.570.0265 and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficient funded Transfers.

Recipient Acknowledgment

By using the P2P service, you as the recipient are confirming that you are the person to whom the sender intends to transfer funds. As the recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case the funds will be transferred through ACH.

It is important that you enter accurate information. You agree that we, the receiving financial institution, and our service provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately at 800.570.0265 and we may attempt to cancel the transaction. We have no obligation to cancel the transfer or to reimburse funds that were transferred according to the recipient's instructions.

By using this P2P service, you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, we reserve the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

Fees and Limitations on Transfers

We may establish a limit on the number of transfers and the total dollar amount of transfers that can be attempted or completed in one day and per month. You may send multiple transfers each day; a separate non-refundable fee is charged for each transfer you send. A fee will be charged for each transfer requested as follows: \$.50 for transfer requests \$250 or less, \$1.00 for transfers more than \$250 up to and including \$500, and .25% of the transfer amount for transfers greater than \$500. We may modify the amount and frequency of transfers at any time for security reasons or due to account activity. Contact the Credit Union at 800.570.0265 for any questions you have regarding transaction limitations and fees.

Funds may be transferred from the account from which the debit card is authorized to transfer funds. Such transfers may overdraw your account and may result in a transfer from another account to cover the overdraft. In any of these situations, an Overdraft (Paid NSF) or Transfer Fee will be charged as disclosed in your Schedule of Fees and Charges. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. Your financial institution may also charge a transaction fee.

Timing of Transfers

Transfers to remove the funds from the sender's account may take place immediately. However, the timing of funds received will depend on when the recipient responds to the text or email and when their financial institution posts the transfer. The posting of the transfer is dependent on the business days of that institution.

Issues Affecting the Posting of Transfers

You authorize us to debit your account to complete the transfer you request. If you are receiving funds, you authorize us to credit your account using card networks/switches or NACHA.

Other events may affect the timing or success of a transfer reaching the intended recipient. Such events may include, but are not limited to, errors made by the sender or recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the transfer may be illegal, we may decline or reverse the transfer. The receiving institution may choose not to post the transfer or to delay posting the transfer. Neither we nor the service provider is responsible for any delays in the transfer of funds or the posting of funds to the recipient's account. You may have certain rights and responsibilities

regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a point of sale (POS) or ACH transfer of funds. You are responsible for ensuring that these types of transfers are allowed for the account that you specify. For example, an IRA may not allow electronic transfers directly into the account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the transfer to the account.

Security

If the financial institution contacts us or our service provider for information regarding your account, you authorize us to discuss the transfer and the account information you have provided.

Cookies, Browser Information, and Related Issues

When you visit the site, the service provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the site and to improve the security of the site and service by assisting in authenticating who you are when you access the site or service, particularly if you register for the service and are issued or create a username and password.

The service provider may also receive additional information about your visit to the site, including the pages you view, the links you click, and other actions you take in connection with the site and the service. This data may be used, among other uses, to improve the operation of the site and the service.

Like most websites, the site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the site. Most such cookies are session cookies that are only used for a specific period during which you are on the site, but a few are persistent cookies that stay on your hard drive and are read by the web server when you return to the site (unless you erase them). The site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the site that depend on cookies.

You may encounter the service provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

Access to Information About You

You may review and update the personal information maintained about you at any time to ensure that it is accurate.

Once you close your accounts with us or you no longer have a debit card, you may no longer send transfers. However, your account information will be maintained for a retention period to accommodate any residual issues that may arise.

Amendments

We may amend this Agreement or any other disclosures at any time by posting a revised version on the site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. We may also provide you with an email notification of such amendments. We may require you to affirmatively acknowledge or accept the revised Agreement in order to continue using the P2P service. Any use of the P2P service after a notice of change (whether by site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

Contacting Us

If you have any questions about this Service or this Agreement, you may contact us at the phone number or postal address below:

Pacific Crest Federal Credit Union
Communication Services 800.570.0265
P.O. Box 1179
Klamath Falls OR 97601

Disclosure Access

You may continue to access our P2P Service Agreement and Terms of Use at <https://www.mypcfcu.org/P2PAgreements.pdf>.

You may access Our Privacy Policy at https://www.mypcfcu.org/files/Privacy_Policy_for_Members.pdf relating to the collection and use of your information.

WARRANTIES

YOU AGREE BY USING ANY ONLINE BANKING SERVICES (SERVICES) OR MOBILE APP SERVICES (SERVICES) THAT ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PACIFIC CREST FEDERAL CREDIT UNION DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF SUCH SERVICES WHERE EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. PACIFIC CREST FEDERAL CREDIT UNION MAKES NO WARRANTY THAT:

- THE SERVICES WILL MEET YOUR REQUIREMENTS;
- THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
- THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE; AND
- ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY

YOU AGREE THAT PACIFIC CREST FEDERAL CREDIT UNION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OF DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER STRICT LIABILITY OR OTHERWISE), EVEN IF PACIFIC CREST FEDERAL CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

PACIFIC CREST FEDERAL CREDIT UNION
ONLINE BANKING AGREEMENT & DISCLOSURES

Business Accounts

The Agreement sets forth your and our rights and responsibilities concerning use of the Pacific Crest Federal Credit Union Business Online Banking Service. In this agreement the terms “we,” “us,” and “our” refer to Pacific Crest Federal Credit Union. The terms “you” and “your” refer to the business member/account owner, each business administrator, and each user. By using the Business Online Banking Service each account owner and user, jointly and severally, agree to the terms and conditions in this Agreement and any amendments.

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. For security purposes, each user will be required to select a user ID, Password, select security questions and secret answers, as well as choose and name a personal image. Each user must use their user ID and 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 user ID 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 Online address for the Online Banking service is <https://www.mypcfcu.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, money market, and checking accounts.
- Transfer funds from your checking, savings, and money market accounts to a loan account.
- Transfer funds from a line of credit to your checking, savings, or money market accounts.
- Transfer funds to another member's account.
- Review account balance, and transaction history for checking, savings, and money market accounts.
- Review information on your loan accounts.
- Make bill payments from your checking account using the Billpay service.
- Initiate wire transfers (**requires separate agreement**).
- Initiate ACH transfers (**requires separate agreement**).
- Order new checks for your checking account.
- Submit a stop payment request.
- Send or receive messages to/from the Credit Union.

Transactions involving your deposit accounts will be subject to the terms of your Agreements and Disclosures and transactions involving a line of credit or credit card account will be subject to your Loan Agreement and Disclosures or Credit Card Agreement, 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 savings 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 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. Chat Messages. You may use the chat function to send messages to us. Chat may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive message communications that you send and the Credit Union will not take action based on message 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 7. Member Liability.

d. Billpay Service. When you apply for the Billpay 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 Billpay Service, Online Banking Service, sign-on Password or any access code 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 Billpay account status.

(3) Billpay Transactions. You authorize us to process bill payments from your designated account. You may use the Billpay 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.

- "Recurring" payments are payments that are reoccurring on a fixed due date and fixed amount. You have an option in the Billpay 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 code number. 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). 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 Process Date, or by check to those payees not set up to accept electronic payments, which may take up to ten business days from the Process 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 Billpay service, you may electronically edit or cancel your payment request through the Billpay service. Your cancellation request must be entered and transmitted through the Billpay 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 Billpay service, the Credit Union must receive your oral stop payment request at least three (3) business days before the Process Date. You may call the Credit Union at the telephone number set forth in Section 7 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 Mobile Banking registration and management website accessed through the Online Banking system. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking and Billpay 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, money market, and checking accounts.
- Transfer funds from your checking, savings, and money market accounts to a loan account.
- Transfer funds from a line of credit to your checking, savings, or money market accounts.
- Transfer funds to another member's account.
- Review account balance, and transaction history for checking, savings, and money market accounts.
- Review information on your loan accounts.
- Make bill payments from your checking account using the Billpay service.
- Initiate wire transfers (**requires separate agreement**).
- Initiate ACH transfers (**requires separate agreement**).
- Order new checks for your checking account.
- Submit a stop payment request.
- Send or receive messages to/from the Credit Union
- 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, Alltel, 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-sublicensable 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 anytime 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. Your Responsibility for Mobile Deposit Capture Service.

(i) Funds Availability. Funds from items deposited through the Mobile Deposit Capture service will be available on 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 through the Mobile 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 through the Mobile Deposit Capture service. In the event that the Mobile Deposit Capture 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.

(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. 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 the Mobile 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 the Mobile 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 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 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 Mobile 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 it 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. Eligible endorsements must include your signature. For any item deposited using a remote or mobile deposit service, the endorsement must include the words "remote deposit" or "mobile deposit."

(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 Agreement and Disclosures 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. 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 user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to 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 Access Code.

a. Initial Access. After you have successfully accessed the Online Banking Service, you will then select a specific, personal password to access the Online 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 settings menu within the Online 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 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.

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 access code, 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 access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down.

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

(800) 570-0265

or write: Pacific Crest Federal Credit Union, PO Box 1179, Klamath Falls OR 97601

8. Fees and Charges. There are no charges for the Online Banking services at this time. There is not a monthly fee for Billpay 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 will receive a statement monthly. You may request that your statement be provided electronically.

10. Account Information Disclosure. We may disclose information to third parties about your 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 access code 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 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 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 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.

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. 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 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.