

OnPoint Community Credit Union

Online Banking Service Agreement

This Agreement is the contract, which covers your and our rights and responsibilities concerning Online Banking services offered to you by OnPoint Community Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who submit an Online Authorization Form and any authorized users. In this Agreement the words "we" and "us" and "our" and "ours" mean OnPoint Community Credit Union. The word "account(s)" means any one or more savings, checking and loan accounts you have with the Credit Union.

By submitting an Online Authorization Form, you agree to the following terms governing your and our rights and responsibilities concerning Online Banking, Bill Pay, Mobile Banking, Account-to Account, Zelle Funds Transfer services, Remote Deposit Capture and electronic funds transfers ("EFTs"), including ACH, Wires and Tax Payments involving your account.

1. Online Banking Services.

a. Online Banking Services. Upon approval, you may use an Internet Enabled Device to access your accounts. You must use your Login ID and Online Banking Password to access your accounts. You will need an Internet Enabled Device to access the Internet. You are responsible for the installation, maintenance and operation of your Internet Enabled Device. The Credit Union will not be responsible for any errors or failures involving your Internet Enabled Device or Internet Connection. At present time, you may use Online Banking Service to:

- Review account balance and transaction history for your deposit and loan accounts.
- Review information on your loan account including payoff amounts on some loans, due dates, and balance information.
- Transfer funds between your savings, checking and loan accounts.
- Transfer funds to accounts of other members.
- Make bill payments from your authorized funding accounts up to our standard per-check limit.
- Receive periodic (monthly) electronic statements.
- Communicate with the Credit Union using the secure message center.
- Transfer funds to other people and request transfers from other people using Zelle.
- Transfer funds between your own accounts at different financial institutions using the External Transfer service.
- View your accounts with participating financial institutions using external Linked Accounts.
- Initiate Domestic Wires (upon approval)
- Initiate ACH transactions (upon approval)
- Initiate Tax Payments (upon approval)
- Deposit Checks via Scanner and mobile device (upon approval)
- Set up travel notifications on OnPoint debit and credit cards.
- Temporarily freeze and unfreeze OnPoint credit cards.

Transactions involving your deposit accounts will be subject to the terms of your Business Membership and Account Agreement or Membership and Account Agreement, as applicable. Transactions involving a line of credit or loan account will be subject to your Loan Agreement and Disclosures, as applicable. Transactions involving your Credit Card account will be subject to your Business Visa Credit Card Agreement or Visa Credit Card Agreement, as applicable. Transactions involving Online Banking are subject to terms as set forth in your Online Banking Service Agreement.

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

- i. **Transfers.** You may make transfers to other accounts of yours as often as you like. However, transfers from your Business Savings, Business Money Market, Regular Savings, Market Rate Savings, FlexSmartSM Money Market, Bundle Rewards Savings or Teachers Deposit Fund accounts will be limited to a total of six (6) in any one month, with the exception to make a loan payment at the Credit Union. 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 or credit card at the time of the transfer, except as limited under this Agreement or your loan or Visa Credit Card 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.

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- ii. Account Information. The account balance and transaction history 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, Remote Deposit transactions and our Funds Availability Policy.
- iii. E-Mail and Secure Message Center. The Credit Union may not immediately receive E-mail or Secure Message communications that you send and the Credit Union will not take action based on E-mail or Secure Message requests until the Credit Union actually receives your message and has a reasonable opportunity to act. We reserve the right to require any stop payment notices to be put in writing and we may refuse to send certain information through unsecure e-mail communications. 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 12.

2. Bill Pay Services. When you use the bill payment service ("Bill Pay") you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution. Your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) or Billing Account, we may issue offsetting debits and credits to the Payment Account and Billing Account and require confirmation of these transactions from you. Through your enrollment in Bill Pay, you agree that we may request and review your credit report from a credit reporting agency. In addition, you agree that we may obtain financial information regarding your account from a payee or your financial institution to resolve payment posting problems or for verification.

a. Service Access. Upon approval, you may use your personal computer to access your accounts. You must use your Login ID along with your password and any required security codes to access your accounts. Online Banking credentials are individually owned. The Bill Payment service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's Bill Payment services may not be available due to system maintenance. You will need an Internet Enabled Device and an appropriate web browser (such as Safari, Google Chrome or Microsoft Internet Explorer). The online address for the Bill Payment service is **www.onpointcu.com**. You are responsible for the installation, maintenance and operation of your computer or other access device. The Credit Union will not be responsible for any errors or failures involving any internet service provider, telephone service or your equipment.

b. Service Definitions

- "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Payment Instruction" is the information provided by you to the Credit Union for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments will be debited.
- "Billing Account" is the checking account from which all service fees will be automatically debited.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- "Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

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

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Due Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

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

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

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

- **"Today" payments** are payments initiated today with today's transfer date. Payments can be canceled or changed through Bill Pay until payments are in process.
- **"Future" payments** are payments initiated by setting the payment amount and future payment date. Payments can be canceled or changed through Bill Pay until payments are in process.
- **"Recurring" payments** are payments that reoccur on a preset date with a fixed amount. You have the option in Bill Pay to set recurring payments to continue indefinitely or to stop on a specific date. Payments can be canceled or changed through Bill Pay until payments are in process.

f. Number and Authorized Payees. You may schedule payments with payees located in the United States. You may not make payments to federal, state or local governments or other categories of payees we designate from time to time. When you submit a Bill Pay transaction, you authorize us to transfer funds from your checking account. We will process Bill Pay transactions only to those payees the Credit Union has designated, payees you authorize and payees for whom the Credit Union has the proper payee member number. The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to process the Bill Pay transaction, we may refuse to process the transaction or we may process the transaction and transfer funds from any overdraft protection account you have authorized. The Credit Union reserves the right to refuse to process transactions that reasonably appear to the Credit Union to be fraudulent or erroneous.

g. Service Guarantee. Due to circumstances beyond the control of the Credit Union, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account.

h. Bill Payment Authorization and Payment Remittance. By providing the Credit Union with names and account information of Payees to whom you wish to direct payments, you authorize the Credit Union to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Credit Union may edit or alter payment data or data formats in accordance with Payee directives.

When the Credit Union receives a Payment Instruction, you authorize the Credit Union and its processing agents to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Scheduled Payment Date designated by you. You also authorize the Credit Union and its processing agents to credit your Payment Account for payments returned to the Credit Union by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

The Credit Union will use its best efforts to make all of your payments properly. However, the Credit Union shall incur no liability and any Service Guarantee shall be void if the Credit Union is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

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

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

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

j. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Credit Union has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

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

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

m. Exception Payments. Court ordered payments may be scheduled through the Bill Pay Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Credit Union be liable for any claims or damages resulting from your scheduling of these types of payments. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Credit Union.

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

- i. Information provided to the Payee. We may, at the request of a Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, to inform you about any bill information. The Credit Union is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

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

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

3. Mobile Banking Services. Mobile Banking is a personal financial information management service that allows you to access account information, make payments to individuals and merchants who have previously been set up through our online bill pay services and make other permitted financial transactions using compatible and supported mobile phones and/or other compatible and supported Internet Enabled devices (including phones, "Internet Enabled Devices"). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Access enrollment website at www.onpointcu.com. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking will be accessible through the Mobile Banking service.

- a. **Mobile Banking Transactions.** Upon approval, you may use your Internet Enabled device to access your accounts and loans. You must use your User ID and Online Banking password to access your accounts. You will need an Internet Enabled device with access to the OnPoint Mobile Banking app or web browser version. You are responsible for the installation, maintenance and operation of your Internet Enabled device. You understand that the Mobile Banking Service may not be accessible or may have limited access over some mobile telephone networks, or based on the

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availability of mobile service. The Credit Union will not be responsible for errors or failures involving your Internet Enabled device or service. At present time, you may use Mobile Banking Service to:

- Review account balance and transaction history for your deposit and loan accounts.
- Review information on your loan account including payoff amounts, due dates, and balance information.
- Transfer funds between your savings, checking and loan accounts.
- Transfer funds to accounts of other members (advance authorization required).
- Make bill payments from your authorized funding accounts to payees, previously set up in Online Banking, up to our standard per-check limit.
- Transfer funds to other people and request transfers from other people using Zelle.
- Transfer funds between your own accounts at different financial institutions using the External Transfer service.
- Locate an ATM.
- Locate an OnPoint branch.

- b. Use of Services.** Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your Internet Enabled device and the Mobile Banking software ("Software") required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your Internet Enabled device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Access service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any Internet Enabled device or mobile network which you utilize to access the Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service, you agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.
- c. Access to Accounts.** By enrolling in the Mobile Banking service, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Password or any access code will be an AuthorizedUser, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.
- 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 and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Internet Enabled 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.

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- e. Mobile Banking Service Limitations and Conditions.** When you use the Mobile Banking service to access accounts, you agree to the following limitations and conditions.
- i. **Transfers.** You may make transfers to other accounts of yours as often as you like. However, transfers from your Regular Savings, Market Rate Savings, FlexSmartSM Money Market or Teachers Deposit Fund accounts will be limited to a total of six (6) in any one month, with the exception to make a loan payment at the Credit Union. 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 or credit card at the time of the transfer, except as limited under this Agreement, or your loan agreements or Visa Credit Card Agreement. 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.
 - ii. **Account Information/Ownership.** The account balance and transaction history 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, Remote Deposit transactions and our Funds Availability Policy. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
 - iii. **Proprietary Rights.** You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with the Mobile Banking service.
 - iv. **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would:
- f.** Infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Access to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- i. **No Commercial Use or Resale.** You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.
 - ii. **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your improper use of the Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
 - iii. **Additional Service Limitations.** Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion,

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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 Internet Enabled device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Internet Enabled 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.

- iv. Third Party Beneficiary. You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, set forth in this subsection, and such service providers are, for the purposes of this subsection, third party beneficiaries with the power to enforce those provisions against you, as applicable.

4. ZelleSM Payments Service. The Zelle Payments Service (Zelle Service) enables you use the Credit Union online banking service: (1) to initiate a payment transaction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment transaction from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Zelle Service payment transactions, other Payment Networks may be used to facilitate the execution and transmission of payment transactions. All payment transactions must be made through the Credit Union online banking service and are subject to the terms of this Agreement. Receipt of payment transactions may be made through the Credit Union online banking service subject to the terms of this Agreement. However, in some instances, receipt of payment transactions may be made through www.Zellepay.com (the "Zelle Website") and if you choose to initiate or receive a payment transaction at the Zelle Website you agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle Website.

a. Definitions.

- "ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
- "Eligible Transaction Account" is a transaction account (checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information) from which your payments as a Sender will be debited, any Zelle Service fees will be automatically debited, or to which payments and credits to you will be credited.
- "Payment Instruction" is the information provided by the Sender to the Zelle Service for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).
- "Payment Network" means a payment network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- "Receiver" is a person or business entity that is sent a payment transaction through the Zelle Service.
- "Sender" is a person or business entity that sends a payment transaction through the Zelle Service.

b. Initiation of Payment Transactions. You may initiate (a) a one-time payment transaction to a Receiver for which processing shall be initiated immediately, (b) a one-time payment transaction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of payment transactions to a Receiver for which processing shall be initiated on the specified dates. Payment transactions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete an ACH Network transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address or mobile telephone number) and the Zelle Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Zelle Website and then (ii) provide Eligible Transaction Account information in order to complete the payment transaction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in the Zelle Service, the Receiver may access the Zelle Service at his or her financial institution's website or mobile application to complete the payment transaction and receive the payment.

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You understand and agree that when you initiate a payment transaction from an Eligible Transaction Account using the Zelle Service, the processing of the payment transaction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the payment transaction. If you request a one-time payment transaction to be initiated on a specified date or a recurring series of payment transactions to be initiated on specified dates, then the processing of the payment transaction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not provided the Zelle Service with certain required information such as his or her Eligible Transaction Account information.

c. Payment Authorization and Payment Remittance. By providing us with names and telephone numbers, email addresses, and/or account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle Service. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) or cancelled and returned to you because the processing of the payment transaction could not be completed. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information or payment instructions (including but not limited to the Payment Instructions and name, telephone number and/or email address that the Sender enters for the Receiver to whom you are sending the payment transaction), and for informing us as soon as possible if they become aware that this information is inaccurate. Neither the Sender nor Receiver may use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a payment transaction made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

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

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

d. Receiving Payments. If another person wants to send you a payment transaction using the Zelle Service to an Eligible Transaction Account you hold with us, he or she can do that from an Eligible Transaction Account at a financial institution that participates in the Zelle Service or at the Zelle Website. You understand and agree that there may be a delay between the time you are notified of the pending payment transaction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and the Zelle Website to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of payment transactions to you, and, as a Receiver, you may also receive electronic gift cards or requests from others for payment through the Zelle Service.

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e. Payment Methods and Amounts. We impose limits on the amount of money or gift card value you can send or receive. These limits may be adjusted from time to time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

f. Receipts and Transaction History. You may view your transaction history by logging into the online banking service and viewing your transaction history.

g. Calls to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number), you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes.

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

i. Prohibited Payments. The following types of payments are prohibited and we have the right but not the obligation to monitor for, block and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories;
- Payments that violate any law;
- Payments for donations or payments to an unauthorized charity or non-profit organization
- Payments that violate any terms in this Agreement; and
- Payments related to tax or court ordered obligations, gambling, any unlawful activity, or any objectionable purpose as we reasonably determine.

In no event shall we be obligated to research or resolve or be liable for any claims or damages resulting from your scheduling of prohibited payments.

5. External Transfer Service

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

a. Definitions.

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

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

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

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

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

b. Transfer Authorization and Processing. You represent and warrant that you are an owner of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. When we receive a Transfer Instruction from you, you authorize us

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to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts. You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds.

c. Transfer Methods and Amounts. We may, at our sole discretion, impose limits on the amount of money you can transfer through our External Transfer Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

d. Transfer Cancellation Requests and Refused Transfers. You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check.

e. Stop Payment Requests. If you as a Sender desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

f. Your Responsibilities for Accurate Information. Your enrollment in the External Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the External Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. It is your responsibility to ensure the accuracy of any information that you enter into the External Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

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

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

g. Failed Or Returned Transfers. In using the External Transfer Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) You may be assessed a fee by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account agreement with us. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH or account debit; (c) You will reimburse us for any fees or costs we or they incur in attempting to collect the amount of the return from you; and, (d) We are authorized to report the facts concerning the return to any credit reporting agency.

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h. Refused Transfers. We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

i. Returned Transfers. In using the External Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to; recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.

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

6. Account Aggregation.

a. Description of Service. The Account Aggregation service allows you to access and collect the account information of your accounts at other financial institutions within the Online Banking service. The Account Aggregation service is offered through our third party service provider, who acts on behalf of the Credit Union.

b. Terms of Service.

i. Authorization to Access Third Party Accounts. You understand and agree that, in order to provide the Service, it is necessary for us to access third party websites and databases containing information regarding your accounts and financial relationships as designated by you ("Third Party Accounts"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize us to access such Third Party Accounts to retrieve such information as requested or authorized by you, or for any other purpose authorized by this Agreement. You represent to us that you have the right to authorize and permit us access to your Third Party Accounts and information. You hereby expressly authorize and permit us to use information submitted by you including account passwords and user names to access your Third Party Accounts to provide the Service. You understand and agree that at all times your relationship with each Third Party Account provider is independent of the Credit Union and your use of the Service. You acknowledge and agree that when we access and retrieve information from the third party accounts, we and our service provider are acting as your agent, and not as the agent of or on behalf of the third party.

ii. Credit Union Responsibilities. We will not be responsible for any acts or omissions by the financial institution or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider. You agree that the Credit Union shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) access to the third party accounts by us or our service provider; (2) our retrieval of or inability to retrieve information from the third party accounts; (3) any inaccuracy, incompleteness or misinformation contained in content retrieved from the third party accounts and (4) any charges imposed by the provider of any third party account.

iii. Your Responsibilities. You agree you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further agree you will not use the Service in any manner that could damage, disable, overburden, or impair account aggregation or interfere with any other party's use and enjoyment of account aggregation. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through account aggregation. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason. You understand and agree that the Service is provided "as-is." We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings. You understand and expressly agree that use

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of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data.

c. Discontinuing Service. You must delete your accounts in Online Banking if you wish to discontinue using Account Aggregation. We reserve the right to discontinue the Service at any time if you fail to follow the terms of service.

7. Additional Service Features and Terms.

a. Access Entitlements. Upon enrollment, we will provide and you may use the Access Entitlement Service. The Entitlement Service allows you to designate and authorize specific individuals to have account information access and transaction authority on accounts you designate. ("Entitled Users"). Each Entitled User will be authorized to access your accounts, history and to conduct transactions within the scope and transaction limits you establish, which authority shall continue until you revoke or revise such authority within the Entitlement Service. You may appoint Entitled Users for any consumer or business account, except restricted or special use accounts we designate including IRA, HSA and IDA accounts. You may not appoint Entitled Users or use the Entitlement Service for any fiduciary account. If you attempt such use, you are solely responsible for any account activity and you release and indemnify the Credit Union from any account activity.

b. Touch ID, Fingerprint Login and Face ID. Upon enrollment, we will provide and if your device supports it, you may use the Touch ID, Fingerprint Login and Face ID Services. If you establish more than one log-in access to your accounts, access may be permitted with only one log-in credential.

c. Subsidiaries. Upon enrollment, we will provide and you may use the Subsidiary Service to make ACH and/or tax payments on behalf another entity. To do so, you will need to provide the name and Tax Identification Number of the entity who you are making payments on behalf of. You are solely responsible for any transactions initiated on behalf of a subsidiary and you release and indemnify the Credit Union from any account activity.

8. Wire Transfer Service. If the Online Banking Wire Transfer Service is requested and approved for you, the Credit Union will provide you the ability to instruct the Credit Union to send domestic funds transfers ("Wire Transfer"), through Online Banking ("Wire Transfer Services"), which create obligations from you to the Credit Union. You understand and acknowledge that execution of any Payment Order to the Credit Union is subject to the following terms and requirements.

a. Authorized Users. You will designate online the person(s) whom you have granted authority to transmit Wire Transfers via Online Banking ("Authorized Users"). The Credit Union may rely on your designation to transmit Wire Transfers via Online Banking. You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your account or any transaction by an Authorized User that exceeds the specific transaction authority you have provided, are considered authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or service.

b. Payment Orders. You may instruct the Credit Union to execute a Wire Transfer(s) on your behalf (each a "Payment Order") by submitting the Payment Order to the Credit Union in such form as the Credit Union requires, and by following the procedures established by the Credit Union for verifying the authenticity of Payment Orders ("Security Procedure").

c. Security Procedure. You agree to use the Credit Union's Security Procedure, as set forth in this Section, and as such Security Procedure may be amended as agreed upon by you and the Credit Union from time to time, for the purpose of verifying the authenticity of Payment Orders and communications amending or canceling Payment Orders. The Credit Union's Security Procedure consists of a combination of security devices, questions and protocols, which include Tokens, Passwords, Out of Band Authentication and Online Banking Wire Transfer Limits, which are described in more detail below. The Credit Union maintains commercially reasonable Security Procedures based primarily of its knowledge of the service users' circumstances and its knowledge of security procedures employed by similarly situated users and receiving banks. You and your Authorized Users and other agents shall maintain the highest possible level of confidentiality with regard to the Security Procedure, and will take all steps necessary to prevent access to them by unauthorized persons. You agree to notify us immediately following your discovery of any unauthorized use. Subject to the Credit Union's obligations under this Agreement, the Credit Union will have no liability

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in connection with, or resulting from, the execution of any wire transfer by the Credit Union that was verified pursuant to the Security Procedure, except to the extent ORS 74A prohibits the parties from varying the Credit Union's liability with respect to such wire transfers. You understand that the Security Procedure is not for the purpose of detecting errors in transmission or content of a Payment Order or a Wire Transfer.

- i. **Tokens or OOB.** The Security Procedure utilizes two factor authentication secure token or OOB technology. To initiate Wire Transfers via Online Banking, a token may be required, or OOB may be required over a certain dollar limit, as agreed upon between you and the Credit Union. An Authorized User must be in physical possession of the token or registered phone for OOB to Initiate a Wire Transfer. You agree that it is your sole and absolute responsibility to secure and protect access to all tokens and phones used for two factor authentication.
- ii. **Online Banking Wire Transfer Limits.** Limits on the amount of Online Banking Wire Transfers will be established and agreed upon between You and the Credit Union. Online Banking Wire Origination Limits may be set on a master level and may be set by you at user level. You authorize the Credit Union to reject Payment Orders that exceed established Online Banking Wire Origination Limits

d. Rejection of Wire Transfer Instructions. The Credit Union may, at its sole discretion, but without obligation or duty to do so except to the extent otherwise specifically provided in this Agreement, by a notice of rejection delivered orally, electronically or in writing, reject any Payment Order, including, without limitation, any Payment Order that the Credit Union believes (a) exceeds the collected and available funds on deposit in your designated Account(s); (b) exceeds any of the Online Banking Wire Transfer Limits; (c) is not authenticated to the Credit Union's satisfaction, or which the Credit Union otherwise believes may not be authorized by you; (d) contains incorrect, inconsistent, ambiguous, or missing information; (e) involves funds which are subject to a lien, security interest, claim hold, dispute, or legal process prohibiting withdrawal; (f) exceeds legal, regulatory, payment system or governmental policy limitation; (g) may have been issued without proper authorization; or (h) is incomplete. The Credit Union shall incur no liability to you for any losses incurred by the Credit Union's refusal, with or without notice to you, to honor any Payment Order.

e. Cancellation of Payment Orders. The Credit Union is not obligated (and is not liable for its failure) to cancel or amend a Payment Order after its receipt by the Credit Union. The Credit Union will, however, make reasonable efforts to comply with your request to cancel or amend a Payment Order. Any request for cancellation or amendment must be made in compliance with the Security Procedure. You will indemnify and hold the Credit Union harmless from any and all liabilities, costs and expenses the Credit Union may incur in canceling or amending, or in attempting to cancel or amend, a Payment Order.

f. Execution of Payment Orders. The Credit Union is authorized to execute Payment Orders, and to charge your Accounts for such Payment Orders, without inquiry as to the circumstances of issue or the disposition of the proceeds, even if drawn to the individual order of any of the Authorized Users or payable to others for the Authorized User's account. The Credit Union will use commercially reasonable efforts to execute Payment Orders on the Business Day of receipt if (a) the Credit Union received the Payment Order and is able to authenticate it before the Credit Union's cutoff time, and (b) the day the Payment Order is received is a funds transfer Business Day for the Credit Union. In any event, a transfer from an Account with the Credit Union can be processed on the same Business Day a Payment Order is received by the Credit Union only if the Credit Union accepts the Payment Order and you have received confirmation communicated through the System by 11:00 a.m. Pacific Time on that same Business Day that the Payment Order was successfully transmitted to the Credit Union via Online Banking. The Credit Union may change its cutoff times without prior notice to you. You shall complete all Payment Orders in the form and format designated by the Credit Union.

g. Transmission of Funds. The Credit Union may employ any reasonable means it chooses for the transmission of funds pursuant to a Payment Order. The Credit Union is not responsible for (i) performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, or other circumstances not within the Credit Union's control; or (ii) for any other performance failure that is not a result of the Credit Union's breach of this Agreement.

h. Reliance on Identifying Numbers and Other Information. The Credit Union may rely, without incurring liability to you, on information (including names, amounts and account numbers) provided by you and/or your Authorized Users on the Authorization, in the Payment Order or otherwise when executing or otherwise processing a Payment Order, even if such information is incorrect. The Credit Union may, in such circumstances, charge your

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Account(s) and assess Customer with Obligations. Accordingly, you understand that when a Payment Order identifies by name and number a beneficiary financial institution, intermediary financial institution or beneficiary, the Credit Union and every receiving or beneficiary financial institution may rely on the identifying number to make payment, regardless of whether the number matches the named financial institution, person or account. You are responsible for immediately providing the Credit Union with updated Authorization forms reflecting any changes in authorization of your personnel.

- i. **Maintaining Available Funds.** You will maintain a deposit account with collected and available funds to cover any Wire Transfer. If funds are not collected and available, or if the amount of the Payment Order exceeds the Online Banking Wire Transfer Limits at the time the Payment Order is submitted or at any time prior to initiation of the Wire Transfer, the Credit Union may elect not to initiate the Wire Transfer.
- ii. **Limitations of Liability.** THE CREDIT UNION'S LIABILITY FOR ONLINE BANKING WIRE TRANSFER SERVICES IS SOLELY AND EXCLUSIVELY LIMITED TO YOUR ACTUAL PECUNIARY LOSSES AND THE REMEDIES SET FORTH IN ORS CHAPTER 74A (AS APPLICABLE), EXCEPT AS THE TERMS OF SUCH STATUTE ARE EXPRESSLY VARIED BY THIS AGREEMENT. UNDER NO CIRCUMSTANCE WILL THE CREDIT UNION BE LIABLE FOR ANY SPECIAL, INCIDENTAL (EXCEPT AS MAY OTHERWISE BE SPECIFICALLY PROVIDED IN ORS 74A.3050(2), AS APPLICABLE), INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OF ANY KIND, LOSS OF PRODUCTION, DOWNTIME COSTS OR CLAIMS AGAINST YOU BY OTHERS.

9. ACH Services

a. **Domestic ACH Transfers.** If offered, you may initiate or receive credits or debits to your account via ACH (Automated Clearing House) transfer. You agree that if you receive funds by ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. ACH transactions are governed by the rules of the National Automated Clearing House Association and the ACH Origination Agreement with the Credit Union. Under those rules, if you have revoked your authorization for previously authorized ACH transactions, the Credit Union will not be responsible for the unauthorized ACH debits to your account if you fail to notify us in writing within 15 days after we send, or make available to you, the statement containing that entry. You agree that the authorized transfer to or from your account must comply with all applicable federal and state laws or regulations including OFAC (Office of Foreign Asset Control) regulations.

b. **International ACH Transactions.** You understand that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your accounts is identified and designated by the Credit Union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"). The settlement of such an IAT Entry may be delayed or suspended pending the Credit Union's review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by applicable laws and regulations.

10. Remote Deposit Service.

a. **Remote Deposit Capture Process.** You may use Remote Deposit Anywhere (RDA) to photograph an image of checks with your mobile device creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. If we approve the Remote Deposit Capture (RDC) service for you, you must use your Login ID and password and a scanner to create an electronic image and transmit the electronic image that the Credit Union will deposit to your account. The Credit Union's processing agent shall perform an image quality assessment of the imaged checks and shall convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or

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presented for payment shall be determined by Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

b. Deposit Acceptance & Funds Availability. You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Remote Deposit session. In the event that the Service is interrupted or are otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method. Funds from items deposited through the Service by 6:00 p.m. PST, on business days, will usually be no later than the next business day. There may be additional holds on deposited items as set forth in the Credit Union's Funds Availability Policy disclosure, as amended from time to time, which is incorporated in the Membership & Account Agreement. The Credit Union reserves the right to place a hold on deposits, as allowed by regulation. For purposes of determining the cut-off period for the availability of funds, checks deposited via Remote Deposit session are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. You agree that the imaging and transmitting of checks alone does not constitute receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available.

c. Member Responsibilities

- i. **Member Settlement Account.** You must designate a Credit Union savings or checking or loan account as the settlement account to be used for the purposes of settling, transactions requested in connection with the Service. We will provide you with details of each specific transaction. You will be responsible for reviewing and balancing of any settlement account.
- ii. **Responsibility for Imaging.** You are solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the service. Credit Union shall not be responsible for providing or servicing any Equipment for you.
- iii. **Deposit Requirements.** You agree that you will only use the Service to deposit checks payable to you, drawn on financial institutions within the United States, excluding its territories. You are limited to making deposits of up to your approved limits. For checks not falling within this requirement, including but not limited to: checks payable to others, foreign checks, or returned checks, you must deposit those checks in person, using a night drop facility or by U.S. Mail.

You agree that each check you deposit through the Service will meet the image quality standards directed in the application.

You agree that all checks deposited will be endorsed properly, including the words "For Mobile Deposit Only."

- iv. **Check Retention & Destruction.** You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and your Membership and Account Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Remote Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond thirty-five (35) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons

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during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

- v. **Deposit Prohibitions.** You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means: (i) any Substitute Check, the original of which has already been presented for deposit via the Service, (ii) any image of a check that has already been deposited either as an original or as a substitute check, or (iii) any original check, the Substitute Check of which has already been presented for deposit via Remote Deposit. In the event that you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.
 - vi. **Your Representations and Warranties.** You represent and warrant: (i) that you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions; (ii) that all checks deposited through the Service are made payable to you; (iii) that all signatures on each check are authentic and authorized; and (iv) that each check has not been altered. In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge its account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.
 - vii. **Financial Responsibility.** You understand that you remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.
 - viii. **Account Reconciliation.** You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any statement transaction errors within the time periods established for statement examination in the Membership and Account Agreement after receipt of your account statement. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.
- d. ***Credit Union's Obligations.***
- i. **Financial Data.** We will review and process your electronic file through a batch processing at one time per day. The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in

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the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.

- ii. **Service Availability.** You understand that Service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.
- iii. **Exception Items.** When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union there from may nevertheless be returned to Credit Union because, among other reasons, the electronic image is deemed illegible by a paying' bank. Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to Credit Union.
- iv. **Account Information.** We will provide you with daily transaction history via the Internet and Mobile Banking service detailing items processed, return items, and deposit adjustments.
- v. **Retention of Check Images.** We will retain any substitute checks it generates for seven (7) years.

e. Service Fees. Refer to the current Rate and Fee Schedule for fees for the Remote Deposit Service. You agree to pay all fees and charges for deposit services as set forth on the Rate and Fee Schedule. All Service Fees are subject to change by Credit Union upon twenty-one (21) days written notice to Member.

f. Disclaimer of Warranties. YOU ACKNOWLEDGE THAT THE REMOTE DEPOSIT SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND 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). MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

g. Credit Union's Liabilities.

- i. **Direct Damages.** THE CREDIT UNION'S LIABILITY FOR REMOTE DEPOSIT SERVICES SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM

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AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

- ii. **Your Duty to Report Errors.** You will notify Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

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

11. Security of Access Code. Your Online Banking password ("access code") is for your security. Your 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, Bill Pay, Mobile Banking, Account-to Account, Zelle Funds Transfer services, Remote Deposit Capture and electronic funds transfers ("EFTs"), including ACH, Wires and Tax Payments services to access and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

If you authorize anyone to 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 change your access code or maintain the security of your access code and the Credit Union suffers a loss, we may terminate your electronic services immediately.

OnPoint reserves the right to require you to change your password periodically. Failing to do so may restrict your ability to access Online Banking services.

12. Member Liability.

a. Transaction Authorization. Under this Agreement, you are responsible for all transactions you authorize using Online Banking, Bill Pay, Mobile Banking, Account-to Account, Zelle Funds Transfer services, Remote Deposit Capture and electronic funds transfers ("EFTs"), including ACH, Wires and Tax Payments. If you permit other persons to use your Password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, you must notify us immediately if you believe anyone has used your Password and accessed your accounts without your authorization. All transactions that person performs are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

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b. Liability Limits on Consumer Accounts. For EFT transactions on a consumer account, you are responsible for all transactions you authorize using Online Banking, Bill Pay or Mobile Banking EFT services. The Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account if used for a business purpose. 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, you must notify us immediately if you believe anyone has used your access code and accessed your accounts without your authorization. For EFT transactions, if you notify us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not notify us within two (2) business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

If your statement shows EFT transactions that you did not make, notify us immediately. If you do not notify us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from notifying us, we may extend the time period.

If you believe your access code has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, contact us immediately by one of the following:

Call: (503) 228-7077 - local or (800) 527-3932 – toll free

In person: at one of the OnPoint Community Credit Union branches

Mail: OnPoint Community Credit Union
Attn: Member Services
PO Box 3750
Portland, OR 97208-3750

Online: Login to Online Banking, click on Messages, then click New Conversation.

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

14. Fees and Charges. The fees and charges for the electronic services are outlined in OnPoint's Business Fee Schedule or Personal Fee Schedule, as appropriate for your account. Fees and charges may be changed from time to time. We will notify you of any changes as required by law.

15. Transaction Documentation. Transactions conducted with the services under this Agreement will be recorded on your monthly statement sent to you by mail or e-statements if you have requested e-statements.

16. Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy as stated on our website at: www.onpointcu.com. However, we may disclose information to third parties about your account or the transactions you submit in the following limited circumstances:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agencies or court orders;
- If you give us your express written permission.

17. Intellectual Property. All marks and logos related to the Services under this Agreement are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent. All right, title and interest in and to the Services, the portion of the Site through which the Services are offered, the technology related to the Site and Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors.

18. 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 will be liable for your direct losses

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or damages for that transaction. 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 applicable law. The Credit Union will not be liable for the following:

a. If, through no fault of ours, you do not have sufficient funds in your account to complete the transaction, your account is inactive, or the transaction would exceed the credit limit on your line of credit, if applicable.

b. If you used the wrong account or access code, you have not properly followed any applicable service or Credit Union user instructions for making Online Banking, Bill Pay, Mobile Banking, Account-to Account, Zelle Funds Transfer services, Remote Deposit Capture and electronic funds transfers ("EFTs"), including ACH, Wires and Tax Payment transactions.

c. If your personal computer malfunctioned or the phone lines were not working properly or the Credit Union computer system was not working properly and such problem(s) should have been apparent when you attempted your 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 the transaction.

g. If, through no fault of ours, transaction initiated through Online Banking 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 insufficient; payment is lost in the mail or the payee failed to process a payment correctly or in a timely manner and a fee, penalty, or interest charge is assessed against you.

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

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

19. Termination of EFT Services. You agree that we may terminate this Agreement and your Online or Mobile Banking, Bill Pay, External Transfer, Zelle Funds Transfer services, Remote Deposit Capture and electronic funds transfers ("EFTs"), including ACH, Wires and Tax Payment services, if you, or any authorized user of EFT 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. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, monthly fees will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

20. Amendments. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you, by mail, at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

21. Statement Errors. For consumer accounts, in case of errors or questions about your EFT transactions, contact us by: telephone at the phone number set forth in Section 8; send us an e-mail to the address set forth in Section 8; or write us at the address set forth in Section 8, as soon as possible. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

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

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If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

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

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

22. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Oregon as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled to, subject to Oregon law, payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

23. COPPA. The Children's Online Privacy Protection Act (COPPA) was passed to give parents increased control over what information is collected from their children online and how such information is used. The law applies to websites and services directed to, and which knowingly collect information from, children under the age of 13. The credit union's websites and online services are not directed to children under the age of 13, nor is information knowingly collected from them. For additional information on COPPA protections, link to the Federal Trade Commission's website at <http://www.onguardonline.gov/articles/0031-kids-privacy>