

OCCU

MyOCCU Online & Mobile Business Agreement

Introduction

This agreement is the contract that covers your and our rights and responsibilities concerning MyOCCU Online & Mobile services offered to you by Oregon Community Credit Union (OCCU or "the credit union"). In this agreement the terms "we," "us," and "our" refer to OCCU. The terms "you" and "your" refer to the business member/account owner, each business administrator and each user. By using the MyOCCU Online & Mobile services each account owner and user, jointly and severally, agree to the terms and conditions in this agreement and any amendments.

I. MyOCCU Online & Mobile terms and conditions

1. **Acceptance of agreement.** By clicking the "I Agree" button when registering for MyOCCU Online & Mobile or by using MyOCCU Online & Mobile, you agree to the terms and conditions in this agreement and any amendments. By reference, this agreement is made part of the OCCU Membership and Account Agreement. Acceptance of this agreement indicates acceptance of OCCU Membership and Account Agreement.
2. **Administration.**

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

B. Users. A user is anyone who is granted access to your account via MyOCCU Online & Mobile services. Unless a user's access to particular accounts or services is specifically restricted by an administrator, the user may have access to all of your accounts or services.

C. Account access. MyOCCU Online & Mobile services may be accessed using a personal computer, tablet, or other device capable of internet access. For security purposes, each user will be required to select a user ID, password, select security questions and secret answers. Each user must use their user ID and password along with any other required information to access the account. You are responsible for the installation, maintenance and operation of your computer, tablet, or other device and for making sure you know how to use the MyOCCU Mobile app (MyOCCU Mobile). OCCU will not be responsible for any errors or failures involving any telephone or cable internet service, software installation, or malfunctions of your computer, tablet, or other device. You may experience technical or other difficulties related to use of MyOCCU Online & Mobile that results in loss of data, personalization settings or other service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery, service interruptions, or failure to store any user data, communications, or personalization settings regarding your use of MyOCCU Online & Mobile. We reserve the right to modify the scope of MyOCCU Online & Mobile at any time. We reserve the right to refuse to make any transaction you request through MyOCCU Online & Mobile. Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement. Transactions involving a line of credit or loan accounts will be subject to your Loan Agreement and Disclosures, as applicable.

D. Relationship to other agreements. You agree that when you use MyOCCU Online & Mobile services, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., Cingular, Verizon, Sprint, T-Mobile, Alltel, etc.). You understand that those agreements may provide for fees, limitations and restrictions which might impact your use

of MyOCCU Online & Mobile (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with MyOCCU Online & Mobile, including while downloading the Software, receiving or sending MyOCCU Online & Mobile text messages, or other use of your Mobile Device when using MyOCCU Online & Mobile 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 MyOCCU Online & Mobile, you will contact us directly.

3. **MyOCCU Online services.** Upon approval, you may use your personal computer to access your accounts. You must use your user ID along with your security code to access your accounts. The MyOCCU Online service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the MyOCCU Online services may not be available due to system maintenance. You will need a personal computer and a web browser. The online address for the MyOCCU Online service is www.myoccu.org. At the present time, you may use the MyOCCU Online service to:

- i. Transfer funds between your savings, money market, and checking accounts.
- ii. Transfer funds from your checking, savings and money market accounts to a loan account.
- iii. Transfer funds from a line of credit to your checking, savings or money market accounts.
- iv. Transfer funds to another member's account.
- v. Review account balance and transaction history for checking, savings and money market accounts.
- vi. Review information on your loan accounts.
- vii. Make bill payments from your checking account using the bill pay service.
- viii. Initiate wire transfers (requires separate agreement).
- ix. Initiate ACH transfers (requires separate agreement).
- x. Order new checks for your checking account.
- xi. Submit a stop payment request.
- xii. Send or receive messages to/from OCCU.

4. **MyOCCU Online service limitations.** The following limitations to MyOCCU Online & Mobile transactions may apply:

A. **Transfers.** You may make funds transfers to other accounts of yours as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this agreement or your deposit or loan agreements. OCCU 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.

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

C. **Email.** OCCU may not immediately receive email communications that you send and OCCU will not act based on email requests until OCCU 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 email communications. If you need to contact OCCU immediately regarding an

unauthorized transaction or stop payment request, you may call OCCU at the telephone number set forth in *Section 7. Member Liability*

5. **MyOCCU Mobile service terms and conditions.**

A. Service access. Mobile banking allows you to access account information and make transactions as set forth above using compatible and supported mobile phones and/or other compatible and supported wireless devices ("mobile device"). We reserve the right to modify the scope of the mobile banking services at any time. We reserve the right to refuse to make any transaction you request through mobile banking. You agree and understand that mobile banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through mobile banking is posted on the mobile banking registration and management website accessed through MyOCCU Online system. When you register for mobile banking, designated accounts and payees (or billers) linked to your account through MyOCCU Online and bill pay services will be accessible through the mobile banking service.

B. Use of services. You accept responsibility for making sure that you understand how to use mobile banking before you actually do so, and you use mobile banking in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your mobile device and the mobile banking software application. In the event we change or upgrade mobile banking, you are responsible for making sure you that you understand how to use mobile banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use mobile banking or your mobile device.

C. Transactions. At the present time, you may use the mobile banking service to:

- i. Transfer funds between your savings, money market, and checking accounts.
- ii. Transfer funds from your checking, savings, and money market accounts to a loan account.
- iii. Transfer funds from a line of credit to your checking, savings, or money market accounts.
- iv. Transfer funds to another member's account.
- v. Review account balance, and transaction history for checking, savings, and money market accounts.
- vi. Review information on your loan accounts.
- vii. Make bill payments from your checking account using the bill pay service.
- viii. Initiate wire transfers (requires separate agreement).
- ix. Initiate ACH transfers (requires separate agreement).
- x. Order new checks for your checking account.
- xi. Submit a stop payment request.
- xii. Send or receive messages to/from OCCU.
- xiii. Make deposits using the Mobile Deposit Capture service.

D. Mobile banking software license. You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("license") to download, install and use the software application on your mobile device within the United States and its territories. In the event that you obtain a new or different mobile device, you will be required to download and install the software application to that new or different mobile device. This license shall be deemed revoked immediately upon:

- i. your termination of mobile banking in accordance with this agreement;
- ii. your deletion of the software application from your mobile device; or
- iii. our written notice to you at any time with or without cause. If this license is

revoked for any of the foregoing reasons, you agree to promptly delete the software application from your mobile device.

E. Your obligations. When you use mobile banking to access accounts you designate during the registration process, you agree to the following requirements:

i. **Account ownership/accurate information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed via mobile banking. You represent and agree that all information you provide to us in connection with mobile banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating mobile banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

ii. **User Conduct.** You agree not to use mobile banking or the content or information delivered through mobile banking in any way that would:

- a. infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the software application;
- b. be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of mobile banking to impersonate another person or entity;
- 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
- j. use mobile banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

F. Mobile banking service limitations. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of mobile banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any mobile device or mobile network which you utilize to access mobile banking. You agree to exercise caution when utilizing the mobile banking application on your mobile device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on mobile banking reflects the most recent account information available through mobile banking and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

6. **eTransfer service.** This section amends your Electronic Funds Transfer Agreement with OCCU and sets forth the terms and conditions applicable to person-to-person payments and account-to-account funds transfer services ("eTransfer service" or "service") offered by OCCU. By requesting

or using MyOCCU Online & Mobile, you agree to all the terms, conditions and notices contained herein and accept responsibility for your use of MyOCCU Online & Mobile.

A. Description of service. By using compatible and supported devices the service allows you to electronically transfer funds from your account with us to your account at another financial institution, or from your account with us to other individuals' accounts. You must be registered for MyOCCU Online & Mobile to use the service. The service is only available for accounts at U.S. financial institutions and funds are transferred in U.S. dollars. We reserve the right to modify the scope of eTransfer services at any time. We reserve the right to refuse to make any transaction you request through the service. You agree and understand the service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

B. Definitions.

- i. "*ACH network*" means the funds transfer system, governed by the NACHA rules that provides funds transfer services to participating financial institutions.
- ii. "*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 service fees will be automatically debited, or to which payments and credits to you will be credited.
- iii. "*Transfer instruction*" is the information provided by the sender to the service for a transfer or payment to be made to a receiver (name, mobile telephone number, email address, and financial institution account and routing number information, etc.).
- iv. "*Receiver*" is a person or business entity that is sent a payment transaction through the service.
- v. "*Sender*" is a person or business entity that sends a payment transaction through the service.

C. Person-to-person payments service. The person-to-person payments service (person-to-person service) enables you use MyOCCU Online & Mobile: a) to initiate a payment transaction from a transaction account to an account at a U.S. financial institution; and/or b) to receive a payment transaction from another person into a transaction account, in U.S. dollars. Although the ACH Network is often used to execute person-to-person 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 MyOCCU Online & Mobile and are subject to the terms of this agreement. Receipt of payment transactions may be made through MyOCCU Online & Mobile subject to the terms of this agreement.

i. 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 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 person-to-person service may contact the receiver and request that the receiver:

- a. provide information so that we may validate the identity of the receiver and then
- b. provide transaction account information to complete the payment transaction.

You understand and agree that when you initiate a payment transaction from a transaction account using the person-to-person service, the processing of the payment transaction will begin and the debiting of your transaction account will occur as early as the day of such initiation. However, the payment funds will be transferred into the receiver's 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 transaction account will occur as early as the specified date(s).

ii. **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 transfer instructions that we receive through the person-to-person service. When we receive a transfer instruction from you, you authorize us to debit your transaction account and remit funds on your behalf. You also authorize us to credit your 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 transfer instructions (including but not limited to the transfer 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.

iii. **Receiving payments.** If another person wants to send you a payment transaction using the person-to-person service to a transaction account you hold with us, he or she can do that from a transaction account at a financial institution that participates in the person-to-person service or at the person-to-person 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 transaction account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your transaction account.

iv. **Payment methods and amounts.** We impose limits on the amount of funds 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 if your 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.

v. **Receipts and transaction history.** You may view your transaction history by logging into MyOCCU Online & Mobile and viewing your transaction history.

vi. **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.

vii. **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:

- a. Payments to or from persons or entities located in prohibited territories;
- b. Payments that violate any law;
- c. Payments for donations or payments to an unauthorized charity or non-profit organization;
- d. Payments that violate any terms in this agreement; and
- e. 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.

D. Account-to-account transfer service. The account-to-account service enables you to transfer funds: a) between your accounts that you maintain with us; and b) between your account(s) that you maintain with us and your account(s) that are maintained by other financial institutions.

i. **Transfer authorization and processing.** You represent and warrant that you are the sole owner (and not a joint tenant) 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 in the United States. When we receive a transfer instruction from you, you authorize us 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 insufficient funds.

ii. **Transfer methods and amounts.** We may, at our sole discretion, impose limits on the amount of money you can transfer through our account-to-account 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 if the recipient account is closed or otherwise unavailable to us.

iii. **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. If after 90 days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

iv. **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 14 days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

v. **Failed or returned transfers.** In using the account-to-account service, you are requesting for 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. For any amount not reimbursed to us within 15 days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- c. 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 debit;
- d. 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,
- e. We are authorized to report the facts concerning the return to any credit reporting agency.

vi. **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.

vii. **Returned transfers.** In using the account-to-account 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.

E. Your responsibilities for accurate information. Your enrollment in the service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the 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 provide to use the service, and for informing us as soon as possible if you become aware that this information is inaccurate. 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 account-to-account 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.

F. User security. You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payment instructions you authorize using the service. If you permit other persons to use your account and password or other means to access the service, you are responsible for any payment instructions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the service without your consent, or has transferred money without your permission, you must notify us promptly: call 800.365.1111 (toll free) or visit www.MyOCCU.org or write to us at: OCCU, PO Box 77002, Springfield, OR 97475-0146.

G. Service charges. You agree to pay related account transaction fees and charges in accordance with our current fee schedule and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred relating to the service. In the future, we may add to or enhance the features of the service. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.

H. Service providers. We are offering you the 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.

7. Bill payment terms and conditions.

A. Electronic bill payment. This service allows users to make bill payments to creditors or merchants designated by you as the member and approved by us (collectively, "payees") through the bill payment services.

i. You agree not to make any payments to any address outside the United States using the electronic bill payment service.

ii. The electronic bill payment services offered via MyOCCU Online & Mobile enables you to arrange for the payment of your current, future and recurring bills from a designated account. There is a minimum of \$1.00 and a maximum of \$25,000.00 per payee per business day.

iii. Tax payments, court-directed or court-ordered payments such as alimony, child support, speeding tickets and collection agency payments may be scheduled via electronic bill payment services; however, such payments are discouraged and must be scheduled at your own risk. You agree that if you attempt to make such payments, we will not be responsible for that payment and you are solely responsible for paying all late fees and penalties assessed by that payee. These payments are not covered under the payment guarantee within the bill payment services. Account research and mis-posted or misdirected payments will be your sole responsibility.

iv. Electronic bill payment may only be issued from checking accounts. The following terms apply specifically to the electronic bill payment services:

a. There is no limitation on the number of electronic bill payments that can be authorized. You may pay any merchant or individual approved by OCCU for payment through the electronic bill payment services.

b. By furnishing OCCU with the names of your designated payees and their addresses, you authorize us to follow the payment instructions to these payees that you provide us. You may have up to 100 payees associated with your electronic bill payment service.

c. When we receive an electronic notification from you containing bill payment instructions, we will remit funds to the designated payee on your behalf from the funds in the account you select on the date that you have instructed such funds to be sent (the send-on date). When the deliver-by date falls on a Saturday, Sunday or a federal holiday, the payment will be delivered on the preceding business day. We will not be obligated to make any such payment unless the account that you select (and the overdraft protection or extended overdraft coverage sources for such account, if applicable) has sufficient funds or credit availability to pay the bill on the payment date. Funds for all bill payments will be withdrawn from your designated account on the day that payment is scheduled to be sent to the payee. Your electronic bill payments must not exceed the available balance in the account from which you are directing payment to be made, less any checks or other payments issued or made from such account, from which checks and payments have not yet been deducted from the applicable account balance.

d. You understand that the available balance in an account may be less than the account statement balance if you have made recent non-cash deposits to the account (for example, the funds from a check deposit will take longer to be available for withdrawal than the funds from a cash deposit). You agree and understand that if you overdraw any account, you will pay the full amount of any overdraft to OCCU immediately along with the applicable fee for overdrafts.

e. You understand that OCCU will be able to make payments via the electronic bill payment services only to those payees who permit and accept such electronic payments. If you attempt to make an electronic bill payment to a payee that does not permit such electronic payments, OCCU will issue a paper check to the applicable payee. Paper checks may take longer to process, as the paper check is routing the same way you write a check from a checkbook.

f. You authorize OCCU to follow the payment instructions you provide to OCCU in all applicable electronic bill payment notices. You agree to provide OCCU with the names, addresses, phone numbers and account information of those persons or entities that you wish to pay via electronic bill payment.

g. While OCCU will attempt to process and complete electronic bill payments by the selected deliver-by date, you understand and agree that due to circumstances beyond the control of OCCU, including without limitation, delays by the payee and the payee's banks or agents in the handling and posting of electronic payments to your account at the payee, some electronic bill payments may take one (1) or more business days longer to be posted to your account at the payee. For this reason, OCCU recommends that you select a deliver-by date that is a few business days before the actual due date of the payment. You agree that OCCU will not be responsible for any electronic bill payment that results in the payee issuing a late fee or penalty if you did not follow this recommendation.

h. You have the right to stop or change any pre-scheduled payment (such as scheduled recurring payments or one-time payments that are scheduled in advance) as provided below. You must cancel the payment by no later than 24 hours before the deliver-by date by following the instructions for such procedure provided on OCCU's website. You

understand and agree that once a pre-scheduled payment is processed by OCCU, it cannot be stopped by you electronically.

i. Your designated account will be used to debit funds and any fees applicable to electronic bill payment transactions. We may change or add fees as set forth in our rate and fee schedule or on the website for specific services. If you close the account that you have designated for electronic bill payment services, you must identify a new account for the selected services. If you close all accounts, OCCU will cancel your electronic bill payment services.

j. If OCCU does not complete an electronic bill payment transaction on time or in the correct amount, OCCU will pay any late fees or finance charges that you may incur as long as your payment qualifies for the payment guarantee defined within the bill payment service. The definition for the payment guarantee is subject to change at any time. OCCU will also be liable to you if it fails to stop an electronic payment pursuant to your timely instruction to do so as set forth in the MyOCCU Online & Mobile Agreement. OCCU's liability for any such damages is subject to the exceptions set forth in Section 13 below. In no event will OCCU be liable for indirect, special or consequential damages arising out of use of the electronic bill payment services or any of the other MyOCCU Online & Mobile services.

k. OCCU's electronic bill payment services may be used by an entity. Business users are allowed to use bill pay services, if the business authorizes such privileges.

B. eBills and eBill presentment. Users may receive and view bills electronically from designated creditors or vendors that participate in eBill presentment programs and from which you authorize OCCU to retrieve your eBill information.

C. eAlerts. Users may set up email alerts for certain events such as bill reminders and when a new payee is added. Please note that if you sign up to receive eAlerts from OCCU, those eAlerts are provided for your convenience only. It remains your sole responsibility to check your account balances and to pay your bills in a timely manner, whether you receive an eAlert or not. OCCU is not liable for your actions or your failure to act or for any consequences relating to any failure to deliver an eAlert or the delivery of any eAlert that is incomplete or erroneous.

8. Remote deposit service terms and conditions.

A. Remote deposit service. This section governs your and our rights and responsibilities concerning the remote deposit service ("service" or "remote deposit service") offered to you by OCCU. Your use of the remote deposit service is subject to the terms and conditions of this agreement and any amendments made from time to time, and to any additional manuals, instructions, requirements, procedures, or specifications (collectively "documentation") provided to you within the service, which are incorporated by reference herein.

i. **Remote deposit capture process.** If we approve the remote deposit service for you, you may access the service through any means we offer. You may scan or photograph checks to create an electronic image and you may transmit the electronic image that OCCU will use to credit the check to your account. OCCU may, in its discretion, convert items meeting our required standards into substitute checks to facilitate the collection of such items. You agree that OCCU in its sole discretion shall determine the manner in which checks are transferred or presented for payment.

ii. **Funds availability.** Funds from items deposited through the service will be available in accordance with OCCU's Funds Availability Policy disclosure, as amended from time to time, which is incorporated herein by reference. You agree that the imaging and transmitting of checks alone does not constitute receipt by OCCU. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by OCCU that the transmission of a check or items does not contain errors or that funds will be available. Checks deposited through remote deposit are not received by OCCU until we have acknowledged receipt and provided credit to your account.

iii. **Deposit limitations.** OCCU may establish limits on the aggregate or individual dollar amount of checks deposited using the remote deposit service, and shall notify you if it does. You agree to abide by such limits.

iv. **Deposit acceptance.** You agree that OCCU 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 an OCCU branch or via night drop or mail or other contractually acceptable method.

v. **Equipment/software.** All equipment used in connection with the remote deposit service must satisfy technical specifications and requirements set forth in the documentation. Such technical specifications and requirements may change from time to time in OCCU's sole discretion. Member assumes responsibility for any loss, damages, claims, expenses, or liability arising from malfunction of member's equipment. OCCU will not be responsible in any manner for any deficiency caused in whole or in part by inaccurate or otherwise deficient data programs, equipment, or communication facilities provided by member or parties other than OCCU. In addition, member agrees that member will not:

- a. modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the remote deposit technology or service;
- b. copy or reproduce all or any part of the technology or service; or
- c. interfere, or attempt to interfere, with the technology or service.

B. Member obligations.

i. **Member account.** We will provide you with a confirmation of the details of each deposit made using the service. You will be responsible for review and reconciliation of the account.

ii. **Responsibility for imaging.** You are solely responsible for imaging deposit items, accessing the service from OCCU and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the service. OCCU shall not be responsible for providing or servicing any equipment for you. You agree that each check you deposit through the service will meet the image quality standards directed in the application.

iii. **Responsibility for check endorsement.** For all mobile check deposits, you must endorse the original paper check with your name and providing: "FOR OCCU MOBILE DEPOSIT ONLY". If you fail to provide this endorsement, we may refuse the deposit and return it to you and you agree to indemnify OCCU from any liability or loss to OCCU arising from the payment of the original paper check without such required endorsement.

iv. **Eligible deposit requirements.** You agree that you will only use the service to deposit checks drawn on financial institutions within the United States, excluding its territories, and payable to the name of the business we have on record. For checks not falling within this requirement you must deposit those

checks in person, using a night drop facility or by U.S. mail.

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:

- a. any check that is originally payable to someone other than the business (the owner of the account);
- b. any check that is originally made payable to more than one party;
- c. any substitute check, the original of which has already been presented for deposit via the service;
- d. any image of a check that has already been deposited either as an original or as a substitute check;
- e. any original check, an image of which has already been presented for deposit via the remote deposit service or any similar service;
- f. any check that you know or suspect, or should know or suspect bears a forged drawer's signature, is altered, or is otherwise fraudulent or unauthorized;
- g. any check that is not payable in U.S. currency;
- h. any check that is dated more than six (6) months before the date of the deposit, or that is dated after the date of deposit;
- i. any check that is payable through (but not payable at) a U.S. financial institution;
- j. any check drawn on your own account with OCCU;
- k. any check that is marked as "non-negotiable;"
- l. any check that has previously been deposited and returned;
- m. any check that bears a qualified or conditional endorsement (note that checks may be deposited with the restrictive endorsement "for deposit only").

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 OCCU 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 that 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 OCCU from any other deposit accounts with OCCU in its sole discretion. You further acknowledge that you and not OCCU 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 OCCU's printing of any substitute check from those images.

vi. **Check retention and destruction.** You agree that all checks belong to you and not to OCCU 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 90 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:

- a. 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;
- b. unauthorized use of information derived from the original checks.

When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

vii. **Your representations and warranties.** You represent and warrant:

- a. that each check deposit made using the service complies with all terms and conditions of this agreement;
- b. that you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions;
- c. that all checks deposited through the service are made payable to the business;
- d. that all signatures on each check are authentic and authorized; and
- e. that each check has not been altered.

If you breach any of these representations or warranties, you agree to defend, indemnify and hold OCCU 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 OCCU 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.

viii. **Financial responsibility.** You understand that you remain solely and exclusively responsible for all financial risks, including, without limitation, insufficient funds associated with accessing the service. OCCU shall not be liable in any manner for such risk unless OCCU 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 OCCU, for your failures to access the service properly in a manner prescribed by OCCU, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

ix. **Account reconciliation.** You will verify and reconcile any out-of-balance condition and promptly notify OCCU of any errors within the time periods established in the Membership and Account Agreement after receipt of your account statement. If notified within such period, OCCU shall correct and resubmit all erroneous files, reports, and other data at OCCU's then standard charges, or at no charge, if the erroneous report or other data directly resulted from OCCU's error.

C. OCCU's obligations.

i. **Financial data.** We will review and process your electronic file through batch processing one time per day. OCCU 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 regarding such service. OCCU 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 OCCU of its normal procedures for maintaining

the confidentiality of information relating to its members, and where practicable the obtaining by OCCU from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the 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 OCCU. 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 OCCU.

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 OCCU, 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 OCCU there from may be returned to OCCU because, among other reasons, the electronic image is deemed illegible by a paying bank. OCCU's failure to identify an exception item shall not preclude or limit your obligations to OCCU.

iv. **Account information.** We will provide you with daily transaction history via the Internet and the MyOCCU Online service detailing items processed, returned items and deposit adjustments.

v. **Retention of check images.** OCCU will retain any substitute checks it generates for seven (7) years.

D. **Services fees.** You agree to pay all fees and charges for remote deposit service as set forth on the rate and fee schedule. All service fees are subject to change by OCCU upon written notice to member.

E. **Disclaimer of warranties.** MEMBER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. OCCU IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. OCCU 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, OCCU 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.

F. OCCU's liabilities.

i. **Limitation of liability.** OCCU'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OCCU'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL OCCU BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT OCCU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. OCCU'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER REGARDING ANY MATTER.

ii. **Your duty to report errors.** You will notify OCCU of any errors, omissions, or interruptions in, or delay or unavailability of, the service as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within 14 days of the date of the earliest notice to you which reflects the error. Your failure to notify OCCU of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve OCCU of any liability for such error, omission, or discrepancy. OCCU will not be liable if you fail to report timely any error or discrepancy reflected in an account statement prepared by OCCU, or if you fail to report a breach of a security procedure. If OCCU fails to perform under this agreement in accordance with the standards set herein, OCCU's liability for damages, losses and other compensation owing to you will be limited as set forth above.

iii. **OCCU's performance.** You acknowledge and agree that OCCU shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by OCCU in performing the service, in accordance with or unintentional deviation from the terms and conditions of this agreement. You acknowledge that OCCU's systems and procedures established for providing the service are commercially reasonable.

G. Alternate deposit method. OCCU makes no warranty that the service will be available at any time or for any deposit. You agree to maintain procedures and capability to make deposits through another method if the service is inoperative or unavailable.

H. Force majeure. OCCU shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the OCCU's reasonable control.

I. Termination. Either party may terminate this agreement upon not less than ten days prior written notice to the other party. Notwithstanding any such notice of termination, this agreement shall remain effective as to any transaction occurring prior to such termination. Upon any termination of this agreement:

- a. you will immediately cease using the service, and
- b. you will promptly remit all unpaid monies due under this agreement.

OCCU may immediately suspend or terminate your access to the service in the event that OCCU reasonably determines such suspension or termination is necessary in order to protect the service or OCCU from harm or compromise of integrity, security, reputation or operation.

J. Modifications of services. OCCU reserves the right to modify the service from time to time without making prior notice to member, provided, however, that OCCU will give you at least thirty days' notice prior to making any modifications to the service that would

materially alter their functionality.

K. **Enforcement.** Member agrees to be liable to OCCU for any liability, loss or expense as provided in this agreement that OCCU incurs as a result of any dispute involving your accounts or services. You authorize OCCU 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 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 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 may 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.

9. **Security of access code.**

A. **Initial access.** After you have successfully accessed the MyOCCU Online & Mobile services, you will then select a specific, personal password to access the MyOCCU Online & Mobile services for future access to the system. After your initial sign-on, you may change your password at any time by selecting the appropriate function from the settings menu within the MyOCCU Online & Mobile services.

B. **Security.** The personal identification number or "access code" that you selected is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the MyOCCU Online & Mobile service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

C. **Authorization.** If you authorize anyone to use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying OCCU and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and OCCU suffers a loss, we may terminate your electronic funds transfer and account services immediately.

10. **Member liability.** You are responsible for all transfers you authorize using the MyOCCU Online & Mobile service under this agreement. If you permit other persons to use your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code and accessed your accounts without your authority. Calling OCCU is the best way of keeping your possible losses down. If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 800.365.1111 toll free or write: OCCU, P.O. Box 77002, Springfield, OR 97475-0146.
11. **Fees and charges.** There is no charge for MyOCCU Online & Mobile services at this time. From time to time, the charges may be changed. We will notify you of any changes as required by law.
12. **Transaction documentation.** Transfers and withdrawals transacted through MyOCCU Online & Mobile services will be recorded on your periodic statement by mail or electronically if you have

requested an electronic statement. You will receive a statement monthly. You may request that your statement be provided electronically.

13. **Account information disclosure.** We may disclose information to third parties about online transfers you make in the following limited circumstances:

- A. as necessary to complete transfers;
- B. to verify the existence of sufficient funds to cover specific transactions upon the authorization request of a third-party merchant;
- C. to comply with government agency or court orders; or
- D. if you give us your express permission.

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

- A. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- B. If you used the wrong access code or you have not properly followed any applicable computer, or OCCU user instructions for making transfer and bill payment transactions.
- C. If your computer fails or malfunctions or the phone lines or OCCU computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- D. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- E. If the funds in your account are subject to an administrative hold, legal process or other claim.
- F. If you have not given OCCU complete, correct and current instructions so OCCU can process a transfer.
- G. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- H. If the error was caused by a system beyond OCCU's control such as a telecommunications system, an online service provider, any computer virus or problems related to software not provided by OCCU.
- I. If there are other exceptions as established by OCCU.

15. **Termination of MyOCCU Online & Mobile services.** You agree that we may terminate this agreement and your MyOCCU Online & Mobile services, if you, or any authorized user of your MyOCCU Online & Mobile services or access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or access code or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or

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

16. **Notices.** OCCU reserves the right to change the terms and conditions upon which this service is offered. OCCU will notify you at least twenty-one days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the OCCU account and any future changes to those regulations.
17. **Enforcement.** You agree to be liable to OCCU for any liability, loss, or expense as provided in this agreement that OCCU incurs as a result of any dispute involving your accounts or services. You authorize OCCU to deduct any such liability, loss, or expense from your account without prior notice to you. This agreement shall be governed by and construed under the laws of the state of Oregon as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the agreement or collect any overdrawn funds on accounts accessed under this agreement, the prevailing party shall be entitled, subject to Oregon law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this agreement.