

OUCU FINANCIAL

ONLINE/ELECTRONIC BANKING SERVICES

AGREEMENT AND DISCLOSURE

STATEMENT



READ THIS SERVICES AGREEMENT AND DISCLOSURE STATEMENT CAREFULLY AND PRINT A COPY FOR YOUR FILES.

THIS SERVICES AGREEMENT PERMITS OUCU FINANCIAL AND THE MEMBER TO DELIVER CERTAIN INFORMATION TO EACH OTHER ELECTRONICALLY INSTEAD OF ON PAPER OR "IN WRITING." THE INFORMATION WHICH MAY BE DELIVERED ELECTRONICALLY INCLUDES, BUT IS NOT LIMITED TO, NOTICES, DISCLOSURES AND OTHER INFORMATION REQUIRED BY FEDERAL LAW.

In this Agreement, the words "you" or "your" mean the consumer or business that has enrolled in OUCU Financial's Electronic Banking Services and "we", "us" or "our" refers to OUCU Financial. "Account" or "accounts" refer to your OUCU Financial accounts that you have designated for use with the Services.

If you consent to our online/electronic banking services agreement and disclosure statement, by your consent you agree that we may provide you with all disclosures, notices, and other communications (the "documents") about Online Banking, Mobile Banking, Bill Pay, including the Online/Electronic Banking Services Agreement and any future amendments, in electronic form. You may download or print the documents from your electronic device. (At your request, we will provide you with a paper copy of any of the disclosures you have agreed to without a fee.) You have the right to withdraw this consent without any fee, but if you do, we will immediately terminate your participation in Mobile, Online Banking, or Bill Pay Services. You have the right to obtain copies of any of the documents we provided electronically. Withdraw your consent to our electronic disclosures by calling us at (740) 597-2800, or (800) 562-8420, or write to us at OUCU Financial, 944 E State Street, Athens, OH 45701.

If you do not consent to our electronic disclosures, close out of the agreement. On the enrollment screen, click on the cancel button. If you choose not to consent to our electronic disclosures, you will not be able to access our Mobile, Online Banking, Bill Pay or the Services.

1. ACCEPTANCE

This OUCU Financial Online/Electronic Banking Services Agreement (the "Services Agreement") contains important terms and conditions which govern the following OUCU Financial Electronic Banking services: Mobile Banking, Online Banking ("Internet Banking"), Bill Pay, and certain other electronic banking services offered through OUCU Financial Electronic Banking (collectively, the "Services"). You understand and agree that by using the Services, you are accepting the terms and conditions of this Services Agreement, and that your use of your login credentials will be considered the same as your written signature in authorizing us to complete any transaction or request communicated to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid, and you will not contest the validity of the originals or copies, absent proof of altered data or tampering. Because the Services are performed electronically, they are governed by federal and state laws and regulations pertaining to electronic funds transfers which entitle you to certain benefits and protections, which are contained in this Services Agreement.

2. REQUIREMENTS

(a) **Account Access** - To access your account via the Services, you must have at least one eligible deposit or loan account, a Member Identifier ("User ID"), and a password (the "Password") that you choose. You may only designate accounts that you own jointly, severally or otherwise or that you have the authority to use. You agree to provide us with any additional documentation we may require, to permit access to your account. If you apply for an account or service via Electronic Banking or ask to change an account or service you already use with us, you agree that we can treat your application or request as if it had been made in writing and signed by you. You understand by enrolling for Bill Payment, that you authorize us to investigate and verify any information supplied by you. You authorize us to make any credit or investigative

inquiry that the Credit Union determines is appropriate to utilize bill payment services.

(b) Joint Accounts - If you have designated a joint account to be accessible via the Services, each joint owner will be jointly and severally liable under this Services Agreement. We may act upon the instructions of any joint owner concerning the account without the consent of any other person.

(c) Special Withdrawal Limitations. Banking regulations limit your ability to transfer funds between certain accounts, as described in the terms and conditions governing your deposit account (the "Deposit Agreement"). For example, you can make no more than 6 transfers from a savings or money market savings account during each monthly cycle. Transfers to another account or for making payment to a third party by means of a preauthorized or telephone agreement, order or instrument, withdrawals using a telephone, items processed through the Services, and checks are all counted against the permissible number of transfers, as are other transfer methods described in your Deposit Agreement, except where the transfers are made to pay on a loan with us.

(d) Limitations and Dollar Amounts for Transfers and Payments. Transfers from one designated account to another may not exceed the available balance in your account from which the transfers are made. Bill payments are limited to a standard \$25,000.00 per bill and may not exceed the available balance in the account from which payments are made. We reserve the right to limit the frequency and dollar amount of transactions from your designated accounts for security reasons.

(e) Your Password. You are responsible for keeping your password secure. We will be entitled to act on all instructions received under your Password. Since your Password is used to identify you as an authorized user of the Services, you agree to notify us immediately if the secrecy of your Password is compromised, and you also agree not to reveal your Password to any person not authorized to use the Services. The security of your Account depends upon maintaining the secrecy of your Password. You may change your Password at any time while you are using the Services. To assist us in maintaining the security of your Services account(s), we may revoke or cancel your Password at any time without giving you prior notice.

You agree not to use your Password for any transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal or transfer upon demand and any associated fees for such service. Otherwise, you authorize us to collect any such amounts, including the amount of the service fees you may owe us from any account you maintain with us.

(f) Protecting Your Account. You are solely responsible for maintaining the secrecy of your login credentials. For your protection, we recommend you memorize this information, do not write it down, and change it periodically. Properly constructed credentials afford you a greater degree of assurance and are more secure if a) they contain more characters, b) if those characters are both alpha and numeric characters, c) if they consist of both upper and lower case.

If your log in criteria is entered incorrectly on several consecutive attempts, your access to the Services will be blocked. To activate, please call Member Services at (740) 597-2800, or (800) 562-8420. You should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. Someone may use this information alone, or in conjunction with other information, to access your account. If you believe that your login criteria has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us immediately by calling the number above.

We reserve the right to deny access if user verification cannot be determined.

(g) Your Electronic device. You agree to be fully responsible for the installation, maintenance and operation of your electronic device and software. We are not responsible for any errors or failures from the malfunction of your electronic device, software, or for any virus or related problems associated with the use of an online system. You will be responsible for contracting with your own Internet Service or Phone Provider. You are responsible for the security of your electronic device. You must also meet our minimum browser requirements.

(h) Secure Electronic Messaging Services. You may communicate with us through our secure messaging service. To ensure the security of your account information, we encourage you to use only this service when transferring information to us regarding your account.

(i) New Services. We may, from time to time introduce new Electronic Banking services. You will be notified of these services, and we may update this Services Agreement to incorporate any new services. If you are a consumer, your use of the new services will signify your acceptance of the terms and conditions governing these new services. We require proper authorization before providing certain requested services to business entities.

(j) Fees and Charges. The fees and charges for the Services available through OUCU Financial 's Electronic Banking are set forth later in this Services Agreement. You agree that we may change the terms of this Services Agreement, including the fees at any time, and you will be notified of any such change by mail or by an electronic message. You understand that by using the Services after any change becomes effective, you have agreed to the changes.

(k) When You May Access Your Account. Subject to conditions beyond our control, you can access your accounts via the Services, 7 days a week, 24 hours a day. There may be times, however, when some or all of the Services may not be available.

3. ELECTRONIC BANKING SERVICES

(a) What You Can Do. If you have enrolled in Electronic Banking, you may:

- Obtain balance information, account detail information and transaction history on all eligible accounts enrolled in Electronic Banking. Unless otherwise noted, transactional history reflects activity through the close of the current business day. For Electronic Banking, our business days are Monday through Friday, excluding federal holidays.
- Transfer funds between designated OUCU Financial accounts. See Special Withdrawal Limitations. Limitations and Dollar Amounts for Transfers and Payments in Sections 2. (d) and 2. (e) above.

The following services may not be available through all electronic channels:

- Download to Quicken.
- Place a stop payment on a check you have written.
- Reorder checks.
- Transmit secure electronic messages to OUCU Financial

(b) Balance Inquiries. You may use Mobile, or Online Banking to check the balances and recent activity of your Accounts. The balance shown may not be your actual available balance. The balance shown may also differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, or charges, or items in process.

(c) Funds Transfers Between OUCU Financial Accounts. You may transfer funds between eligible OUCU Financial accounts through Mobile, or Online Banking. An "eligible account" is an Account linked to the Electronic Banking service that does not have withdrawal restrictions. Eligibility is based on account type and member to account relationship. When you request a transfer of funds between your OUCU Financial accounts, you authorize us to withdraw the necessary funds from the OUCU Financial account you designate. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your designated account at the time of withdrawal. We will not be obligated to act on any withdrawal instruction if there are not sufficient funds in the account you have designated. Funds transfers are completed immediately. You will not be able to cancel funds transfer requests between OUCU Financial accounts once they are submitted.

Special Note: Borrowing from an existing line of credit you have with us shall be subject to the terms and conditions of your line of credit agreement.

(d) Alerts.

1. Automatic Alerts may be sent to you following important account activities or when certain changes are made online to your Online Banking account, such as a change in your email address, your credentials, or irregular card activity. These alerts will be automatically activated for you. Although you may have the option to suppress some of these Automatic Alerts, we strongly recommend that you do not. They provide important information related to your online security or account activities.

2. Voluntary Account Alerts must be activated.

Voluntary Account Alerts allow you to choose alert messages for your accounts. We may add new alerts from time to time or cancel old alerts. Each alert has different options available, and you will be asked to select from among these options upon activation of your alerts service.

3. Both Automatic Alerts and Voluntary Account Alerts are subject to the following:

- We may add new Automatic and Voluntary Account Alerts from time to time or cancel old alerts. We may notify you when we cancel alerts but are not obligated to do so.
- Alerts will be sent to the email address you have provided as your primary email address for Online Banking. You may also choose to have alerts sent to a secondary email address, including a mobile device that accepts text messages. If there is a change to your email address or mobile phone number, you are responsible for informing us of that change. While OUCU Financial does not charge for the delivery of the Alerts, please be advised that text or data charges or rates may be imposed by your carrier. Changes to your primary and secondary email addresses will apply to all corresponding Alerts.
- You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert.
- Because alerts are not encrypted, we will not include your credentials or full account number. However, alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your account balance or the due date for a bill payment may be included. Anyone with access to your email will be able to view the contents of these alerts.

(e) Stop Payments. You may initiate stop payment requests only for paper checks you have written (non-electronically) on your Credit Union account. Stop payments made through the Services after 5:30 PM will be deemed received the next business day. By placing a stop payment order on-line, you have authorized, directed, and requested us to stop payment on the check requested. You agree to indemnify and hold us harmless from any and all claims, liabilities, costs, and expenses, including but not limited to, court costs and reasonable attorney fees, resulting from or growing out of our refusal to pay the stopped check. We shall have no liability to you for the payment of the identified check contrary to this stop payment order if the indicated check number, dollar amount or account number is not accurate. We are not liable to you if we paid the

identified check if we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the check. You understand that if the stop payment order comes too late for us to have a reasonable time to act on it prior to accepting, certifying, paying, settling for, posting or becoming accountable for the check, that this stop payment order shall be of no effect. This stop payment order shall be governed by the provisions of the Uniform Commercial Code in effect in the State of Ohio. This stop payment order shall be valid for a period of six (6) months from the date it is made unless we have received a revocation or renewal prior to expiration of such period. You agree that we may charge you a fee for processing this stop payment order as well as a similar fee for each renewal you make, such fee to be deducted from your account. Refer to the current schedule of fees for your account.

(f) Customer Service. If you need assistance with Electronic Banking, or if you need to communicate with OUCU Financial, please notify us by:

- Sending a secure electronic message to our Electronic Banking Member Service area.
- Calling OUCU Financial at (740) 597-2800 or (800) 652-8420
- You agree that we may record the conversations our employees have with you to monitor the quality of service and accuracy of information provided to you
- Writing to us at: OUCU Financial, Electronic Banking Services, 944 E State Street, Athens, OH 45701

(g) Lost or Stolen Device.

- Independent Mobile - If your mobile device is lost or stolen, the service can be immediately disabled by logging into Online Banking and clicking 'Account Profile.' If you are concerned about misuse of your phone, contact your mobile service provider immediately to discontinue service. For questions regarding de-activation, please contact us.

4. BILL PAY SERVICES

PICTURE PAY BILL PAY SERVICES

You must have an active OUCU Financial checking account. You authorize us to utilize iPay to provide Bill Payment to you on our behalf. Payment of taxes or court-directed payments via Bill Payment are prohibited. We reserve the right to refuse to make any payment and/or transfer. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

USER NAME AND PASSWORD

You must use your Online Banking username and password to log onto our Bill Payment Service. You agree not to give your password to any person not authorized to access your account(s). Disclosing your password, whether intentional or accidental, constitutes authorization for use by others; and you agree to be liable for their actions.

BUSINESS DAYS

You may use Bill Payment any time, 7 days a week. However, regular business days for posting Bill Payment Service transactions to your account are Monday through Friday, excluding holidays. Bill Payment may be temporarily unavailable due to OUCU Financial's routine computer maintenance, or technical difficulties. In addition, access to Bill Payment Service is made available pursuant to a license agreement by and between OUCU Financial and a third-party provider of this service. Any interruption of service or access caused by the third-party provider will also prevent your use of this service.

FEES

*There is no monthly fee to use our Bill Payment Service.

*Inactivity fee: If you do not use Bill Payment Service for 90 days, there will be a \$6.95 monthly fee. You may cancel the service by notifying us by phone, mail or by email.

*Rush payment fee: \$19.95 for overnight service or \$14.95 for 2-day service. Electronic Rush Fee: \$4.95 2-day ACH processing.

*Gift payment fee \$2.99.

*Charitable donation check fee \$1.99.

*Stop Payment fee: Rush payment checks, gift checks, and charitable donation checks \$30.00

INSTRUCTIONS FOR SETTING UP PAYEES & PAYMENTS

*Payees: If you want to add a new "Payee," first select the "Payee" tab located in the bill pay or speak to a service representative.

*OUCU Financial reserves the right to refuse the designation of a "Payee" for any reason.

*Payments: You may add a new payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.

*You may pay any "Payee" within the United States (including U.S. territories and APO's / AEO's).

*OUCU Financial is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

THE BILL PAYING PROCESS

Single Payments - A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 3:00 PM EST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

*If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

*If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

SINGLE AND RECURRING PAYMENTS

The maximum limit is \$25,000 per transaction.

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

AVAILABLE FUNDS

For single and recurring payments, funds must be available in your checking account on the day of payment prior to daily cut-off time, 3:00 PM EST. For payments requested by rush, gift, or charitable donations, your account will be debited when the check is cashed, not at the time check is issued.

CANCELLING A PAYMENT

A bill payment can be changed or cancelled any time prior to the cut-off time on the scheduled processing date.

CONTACT US

If you need assistance with Picture Pay Bill Payment Services, please call 1-888-297-0713.

CREDIT UNION LIABILITY

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

1. 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.
2. If you used the wrong password or you have not properly followed any applicable computer or Credit Union user instructions for making transfer and bill payment transactions.
3. If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working, and such problem should have been apparent when you attempted such transaction.
4. If circumstances beyond your control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
5. If the funds in your account are subject to an administrative hold, legal process or other claim.
6. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes or inaccuracies in the payee address, account number or otherwise; the time you allow for payment delivery was insufficient; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
7. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.
8. If you have closed the designated checking account.
9. If there are other exceptions as established by the Credit Union.

NOTICE OF YOUR RIGHTS AND LIABILITIES

An unauthorized transfer is any transfer that you have not authorized, including loss or theft of your member identification number and/or password. If you believe that someone has transferred or may transfer money from your account, without your permission, or if your account statement shows transfers you did not make, telephoning is the best way to inform us, and of keeping your possible losses down. If you notify us within two (2) Business Days after you learn of the loss or theft, your maximum liability is \$50.00. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Password, and we can prove that we could have prevented someone from using your Password if you had told us in time, your maximum liability is \$ 500.00. If your Statement contains payments and/or transfers 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 not get back any of the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a hospital stay or a long trip) prevented you from telling us, we may at our discretion, extend the time.

ERROR RESOLUTION. Contact us as soon as possible at either the address or telephone number if you think that a payment and/or transfer listed on your statement is in error or if you need more information about a payment and/or transfer listed on the Statement. We must hear from you no later than sixty (60) days after you received the first Statement on which the problem or error appeared.

OUCU Financial
944 E State Street
Athens, OH 45701
(800) 562-8420 or (740) 597-2800

When you call or write us, please:

1. State your name and Member Number.
2. Describe the payment and/or transfer you are unsure about (Merchant name, Account information, Transaction Date, Transaction Amount) and explain as clearly as you can why you believe it is an error or need more information.
3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days. We will tell you the result of our investigation within ten (10) Business Days after we receive your complaint and will correct any Bill Pay error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint or question. If we decide to do this, we will re-credit your account within ten (10) Business Days after we hear from you, for the amount you think is in error in order that you may have the use of the money during the time it takes to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it

within ten (10) Business Days, we may not re-credit your account.

If we decide that there was no error, we will mail or transmit to you a written explanation within three (3) Business Days after we have completed the investigation, and within ten (10) Business days of the date of such explanation, we will debit your account of the amount previously re-credited to you for use during the time we took to complete our investigation. You may ask for copies of documents used during our investigation.

CANCELLATION

If you do not access OUCU Financial's Bill Payment Service for a period of 90 days, we have the right to cancel your access privileges. You may cancel Bill Payment Service at any time, simply contact us by mail, email, or phone.

APPLICABLE LAW

Except to the extent that Federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed by Ohio state law.

HOLD HARMLESS

You shall indemnify which includes payment of the credit union's attorney' fees and court costs and hold harmless the Credit Union and/or its officers, directors, employees, successors, and assigned from and against any and all claims, demands, liabilities, causes of actions, complaints, awards and/or judgements for damages of any type and kind of any third party or entity which may arise or are connected with your use of the Service and/or the terms of this Disclosure and Agreement. This indemnification and hold harmless provision shall survive and be in full force and effect subsequent to the termination of this Disclosure and Agreement.

5. OUCU FINANCIAL'S RESPONSIBILITY TO YOU

(a) We will be responsible for your actual losses if directly caused by our failure to:

- Complete a funds transfer or bill payment to or from your account on time
- Cancel a funds transfer or bill payment as properly requested.

(b) We will not be responsible for your losses if:

- Through no fault of ours, you do not have enough available funds in your account to make the transfer or if your funds are subject to legal process or other legal encumbrance.
- You have given us inaccurate or incomplete information.
- Your payment instructions are not given to us sufficiently in advance to allow for timely payment or delays in mail service.
- You have overdraft protection with us and the transfer would exceed the overdraft protection limit.
- We have reason to believe a transaction has not been properly authorized.
- The losses result from an electronic device virus or related problem.
- Your electronic device or any part of the Services was not working properly.
- We made a timely payment, but the payee (i.e., a merchant or other institution) did not timely credit your payment.
- Circumstances beyond our control, such as fire or a flood, interfered with or prevented the transaction.
- You or we have terminated this Services Agreement.
- You are a business customer, and we have acted in accordance with reasonable commercial standards of the banking business and the security procedures described herein.
- There may be other exceptions in our agreements with you.

6. MISCELLANEOUS

(a) Other Agreements. In addition to this Services Agreement, you agree to be bound by and will comply with the requirements of the Terms and Conditions governing your deposit and/or loan accounts, the rules and regulations of any funds transfer system to which we belong, and applicable state and federal laws and regulations.

(b) Right to Terminate. We may terminate any or all of your OUCU Financial Electronic Banking Services any time for any reason, without prior notification. Electronic Banking members with no deposit account may be removed from the service after 90 days with no login activity. If your Service is discontinued, your Bill Pay information will be lost. If you wish to cancel any of your Services, please contact us by any of the methods described in this Agreement.

(c) Notices. Except as otherwise provided in this Services Agreement, all notices required to be sent to you will be effective when we mail or transmit them, through e-mail or secure electronic messaging, to the last known address or to the last known e-mail address that we have for you in our records. For accounts with more than one owner, we may send notices to any one co-owner. A notice sent to any one co-owner is effective for all. You agree that we may send or provide electronically any notice, communication, or other disclosure required to be provided orally or in writing to you. We may require written paper confirmation of any electronic or verbal communication that you request. Information you send to us is deemed delivered when we receive and review it.

(d) Statements. All of your transfers made through the Services will appear on your monthly account statement. You agree to review your statement promptly after you receive it. If your statement shows transactions that you did not authorize, you must tell us at once. You also agree

to tell us promptly about any change in your address. Certain accounts will receive a quarterly statement if there is no monthly activity.

(e) Fees. You agree to be responsible for any carrier charges or Internet Service Provider fees, which you may incur by accessing your accounts via the Services, including but not limited to: talk, texts, picture, video, instant messaging, web, email, Internet use, and any overlimit charges.

(f) Governing Law. This Services Agreement shall be governed by the laws of the State of Ohio, and where applicable, by Federal law.

(g) Assignments. We may assign our rights and delegate our duties under this Services Agreement to a company affiliated with OUCU Financial or to any other party. You may not assign this Agreement in whole or in part.

(h) Amending this Online/Electronic Banking Services Agreement. You agree that we may change the charges, fees or other contract terms described in this Services Agreement. When we change any fees, charges or other material terms, we will update this Services Agreement and either send you notice at the address shown on our records or send an electronic message. Notice will be sent at least 45 days in advance of the effective date of any change in fees for electronic transactions or of any stricter restrictions on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is needed to maintain or restore the security of the system. If such a security change is made and it can be disclosed to you without jeopardizing the security of the system, we will provide you with written notice, or notice via email or a secure electronic message within 30 days after the change. You may choose to accept or decline such changes by continuing or discontinuing the account or the Services to which any such changes relate.

(i) Limitation of Liability. UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, ECONOMIC OR LOST PROFITS, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, YOUR ELECTRONIC DEVICE, THE SOFTWARE, THE OUCU FINANCIAL ELECTRONIC BANKING SERVICES, INTERNET BROWSER, OR INTERNET ACCESS SOFTWARE, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

(j) Warranties Disclaimer. THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", AS WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE, THE SERVICES, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(k) No Waiver. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under the Services Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

7. FEES AND CHARGES

Fee Account. You agree to promptly pay all applicable fees and charges for the Services and authorize us to charge your designated Fee Account for such fees or charges. If your Fee Account has insufficient funds to cover payment of fees, we may deduct the fee from any other deposit account that you may have with us. SEE FEE SECTION OF BILL PAY FOR OUR FEES.

8. NOTIFICATION OF REGULATORY AUTHORITY

This Services Agreement and the OUCU Financial Electronic Banking Services provided hereunder are governed by federal law. If you believe that we may have violated the ANY Electronic Banking Services Regulations, you may contact:

Office of Consumer Protection
National Credit Union
Administration 1775 Duke Street
Alexandria, Virginia 22314-3428

9. DISCLOSURE OF ACCOUNT INFORMATION

For information on our Privacy Policy, please review our Privacy Policy on our web site.

10. USERS – CONSUMER AND BUSINESS

Primary User: The Primary User is the individual designation, generally the owner or Account holder, to control access rights to the Online Banking Services.

Secondary User: The Secondary User is an individual authorized by the Primary User to access the Online Banking Service.

Access. The Primary User will have full access to the Online Service and can set up one or more Secondary Users and authorize each Secondary User to have access to all or any part of the Online Service that the Primary User can access, excluding Bill Pay. The Primary User and each Secondary User will have separate User ID and Passwords. You acknowledge that by authorizing access to a Secondary User, you will be allowing the Secondary User to view (including check images), maintain, and transact, including transfers, as granted by the Primary User, on linked Accounts assigned by the Primary User within the Online Banking Service. You also acknowledge that the Secondary User will, at a minimum, be able to view Account balances, transactions, check images, online statements, and online notices for any Account for which access has been granted. It is the responsibility of the Primary User to make any additions, maintenance, or changes (including password reset, Lock/Unlock or removal of any authorized Secondary User) to your Online Service.

We reserve the right to obtain, verify and record information that identifies each person that transacts on the account.

YOU ACKNOWLEDGE THAT WE WILL NOT BE LIABLE FOR ANY ACCESS, MAINTENANCE, PAYMENTS, TRANSFERS OR OTHER TRANSACTIONS INVOLVING ANY ACCOUNT LINKED TO YOUR SERVICE BY SECONDARY USERS.

11. PROVISIONS APPLICABLE TO CONSUMERS AND SOLE PROPRIETORS ONLY

(a) **Liability of Consumers for Unauthorized Transactions.** Should you permit other persons, or entities to utilize the services to access your account(s), you are responsible for any transactions that they authorize. Notify us immediately if you believe someone has improperly obtained your credentials, if you believe someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To the contrary, the possibility exists that your available funds (plus your maximum overdraft line of credit, if any) could be accessed via the Services. To notify us, please call (740) 597-2800, or (800) 562-8420.

If you tell us that your credentials have been compromised within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if used to access your OUCU Financial deposit account without your permission. If you do not tell us within 2 business days after you learn of the loss or theft and we could have prevented the unauthorized use if you had told us, you are responsible for all unauthorized transfers or withdrawals, but your maximum liability for any such transfers or withdrawals is \$500.

If you believe a transfer or withdrawal shown on your statement was not authorized by you, contact us immediately. If you do not notify us within 60 calendar days after the paper or electronic monthly statement was made available to you, and we could have prevented a loss if you had told us in time, you may not recover any money lost after the 60 days. If there are extenuating circumstances such as a long trip or hospital stay which kept you from telling us, these time periods may be extended.

Call us at (740) 597-2800, or (800) 562-8420, or write to us at OUCU Financial, 944 E State Street, Athens, OH 45701, regarding any unauthorized transactions.

(b) **Errors and Questions.** If you have questions or you think there has been an error concerning the Services, you should contact us at (740) 597-2800, or (800) 562-8420, or write to us at OUCU Financial, 944 E State Street, Athens, OH 45701.

We must hear from you within 60 calendar days after we have sent the first paper or electronic monthly statement on which the problem or error first appeared. If you notify us verbally, we may require you to send your complaint or question in writing within 10 business days of the verbal notice.

We will need to know the following for all errors:

- Your name and account number.
- A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need additional information. The dollar amount of the suspected error.
- For a Bill Pay issue, the checking account number used to pay the bill, payee name, date payment was scheduled, payment amount, reference number and payee account number.

We will advise you of the results of our investigation within 10 business days after we hear from you and will promptly correct any error we have made. If we need additional time to complete our investigation, we may take up to 45 days, but we will provisionally re-credit your account within 10 business days for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days after the request, we will not re-credit your account. If we determine that there was no error, we will send you a written explanation within 3 business days after we complete our investigation. You may request copies of documents that we used in our investigation.

12. PROVISIONS APPLICABLE TO BUSINESS DEPOSIT ACCOUNT CUSTOMERS (OTHER THAN SOLE PROPRIETORS)

(a) Notification of Unauthorized Transactions. Notify us at once if you believe someone has improperly obtained your login credentials. This will ensure the best protection of your account and avoid the possibility of unauthorized withdrawals. In addition, notify us at once if you believe someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, please call (740) 597-2800, or (800) 562-8420.

You agree that the following security procedures govern your use of the Services when accessing your business accounts:

- You will set up login credentials. These must be used to access your business account.
- You agree to protect these credentials to prevent unauthorized use.
- You are liable for all transactions that you or any authorized users make or authorize, even if that person exceeds your authority. You will also be liable for all transactions by an authorized Secondary user. You are also liable for any and all unauthorized use that occurs before you have notified us that your credentials have been lost or stolen or used without your authority and before we have had a reasonable opportunity to block the affected access device(s). Your use of the Services constitutes your agreement that our security procedures are commercially reasonable. We may suspend or cancel your Username or Password even without receiving such notice from you if we suspect your Username or Password is being used in an unauthorized or fraudulent manner.

With respect to all claims of third parties, you agree to reimburse and indemnify us and hold us harmless against any and all damages, losses, liabilities and claims of any kind or nature, including attorneys' fees and court costs, arising out of or in connection with, the performance by us of our duties and obligations under the Services Agreement, as well as all costs and expenses, of defending against any claim or liability arising out of or relating to the Services Agreement; provided however, that the foregoing shall not apply when we have failed to act in accordance with our security procedures.

If you think that a transfer or withdrawal shown on your monthly statement is incorrect, or if you believe that an unauthorized transfer or withdrawal has occurred, contact us at once.

(b) Errors and Questions. If you have questions or you think there has been an error about funds transfers or bill payments made through the Services, you should contact us at (740) 597-2800, or (800) 562-8420.

We must hear from you no later than 60 days after we have sent the first paper or electronic monthly statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within 10 business days.

We are going to need to know the following:

- Your name and account number.
- A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need additional information. The dollar amount of the suspected error.
- For a bill payment issue, the checking account number used to pay the bill, payee name, date the payment was scheduled, payment amount, reference number and payee account number for the payment in question.

We will tell you the results of our investigation within a reasonable time after we hear from you and we will correct any error.

ESTATEMENT

DISCLOSURE

TERMS AND CONDITIONS

eStatements

OUCU Financial provides monthly account statements in either paper or electronic format. If you agree to receive your account statements electronically, paper statements will no longer be mailed to you. Your choice of notification format will apply to all sub accounts (e.g. S1, L1, etc.) under your unique membership account number. Your notification will NOT apply to credit card statements. You may obtain a paper copy of any transaction documentation you may require through OUCU Financial Online Banking access or by calling OUCU Financial at (740) 597-2800. You may change the format (paper or electronic) in which you receive statements or your electronic contact information (i.e., e-mail address) at any time on OUCU Financial Home Banking or by calling OUCU Financial. We will notify you at your electronic address of the availability of monthly statements, new disclosure material, and any changes in hardware or software that may impact your ability to retrieve electronically formatted

information. You agree to notify the Credit Union of changes to your email address and other contact information.

Your eStatements are available for viewing and printing on OUCU Financial Online Banking for 18 months from the statement date. After that time, you may request a paper copy of your statement by contacting OUCU Financial.

Fees may apply for paper statement copies that are retrieved by OUCU Financial.

Statement Copy Fee \$5.00

Disclosures & Notices

OUCU Financial provides notices & disclosures in either paper or electronic format. Examples of some notices we may send electronically include the Annual Privacy Notice, your Billing Error Rights Notice, Change in Terms Notices and other Notices or Account Disclosures that inform you of changes at the Credit Union. If you agree to receive your account statements electronically, paper notices and disclosures may no longer be mailed to you.

Your choice of notification format will apply to all sub accounts (e.g. S1, L1, etc.) under your unique membership account number. Your notification will NOT apply to credit card statements or notices. You may obtain a paper copy of any disclosure or notice you may require through OUCU Financial Online Banking or by calling OUCU Financial at (740) 597-2800. You may change the format (paper or electronic) in which you receive statements, and thereby notices and disclosures, or change your electronic contact information (i.e., e-mail address) at any time on OUCU Financial Online Banking or by calling OUCU Financial. We will notify you at your electronic address of the availability of any notice. You agree to notify the Credit Union of changes to your email address and other contact information.

Your disclosures and notices are available for viewing and printing at www.oucu.org for 90 days from the statement date. After that time, you may request a paper copy of your disclosure or notice by contacting OUCU Financial.

eStatement & Disclosure Hardware & Software Requirements

Access Requirements. You must have access to a computer with a web browser that meets the current browser specifications as posted on OUCU.org. Adobe Acrobat Reader may be required to access supporting documents or promotional materials. If there is a change in the hardware/software requirements associated with this service, we will update the browser requirements posted on OUCU.org. It is your sole responsibility to ensure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize Online Banking.

In order to retain your statement, you must have a hard drive or other storage device to "Save" the file(s) to. Alternatively, for retention, your statements may be printed utilizing a printer properly connected to the personal computer hardware or other device you use to access and view your statements.