

## OREGON STATE CREDIT UNION

**The Online Account Access Service and Mobile Banking Service are included within our Electronic Fund Transfers Agreement and Disclosures (EFT). You will find the full text of our EFT under Section III of our Membership Agreement and our Business Membership Agreement. By accepting Online Account Access Service and Online Banking Service, you are agreeing to our EFT.**

### ONLINE ACCOUNT ACCESS SERVICE

Upon approval, you may use your personal computer and the online account access service to access your accounts. You must use your account number along with your PIN to access your accounts. You will need a personal computer and a web browser (such as Mozilla Firefox® or Internet Explorer®). The online address for the online account access service is [www.oregonstatecu.com](http://www.oregonstatecu.com). You are responsible for the installation, maintenance and operation of your computer and modem. The Online account access service is available seven (7) days a week, twenty-four (24) hours a day, except during schedule maintenance periods. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet Service Provider or your computer. At the present time, you may use the online account access service to:

- Transfer funds between your savings, checking, and money market accounts.
- Transfer from your savings, checking, and money market accounts to a loan account.
- Transfer funds from a line of credit account to your savings, checking, or money market account.
- Review account balance, transaction history, and tax information for any of your deposit accounts.
- Review information on your loan account including payment amounts, due dates, interest charges, and balance information.
- Make bill payments from your checking account using the bill pay service.
- Communicate with the Credit Union using email.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures as applicable.

**Online Account Access Service Limitations.** The following limitations on online account access transactions may apply:

- (1) **Transfers.** You may make funds transfers to your other accounts as often as you like. However, transfers from your savings or money market accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
- (2) **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.
- (3) **E-Mail.** You may use the e-mail to send messages to us. If you have elected to receive information regarding online account access online, you agree we may send (i) notices of change in terms, and (ii) responses to billing error inquiries you e-mail to us to your e-mail address of record. If you change your e-mail address at anytime, you must notify us of your new e-mail address by telephone or an e-mail instruction to our number and address as set forth in Section 4. E-mail may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 4, including billing error inquiries.
- (4) **Bill Pay Service.** When you apply for bill payment service you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. All payees must be in the United States and its territories. We reserve the right to not allow the designation of a particular merchant or institution.

(i) **Bill Pay Definitions.**

"Bill Pay Service" means the bill payment service offered by the Credit Union.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Bill Pay Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Deliver by Date).

"Funding Account" is the checking account from which bill payments will be debited and from which all Service fees will be automatically debited.

"Business Day" means every Monday through Friday, excluding Federal Reserve holidays.

"Deliver by Date" is the day you want your Payee to receive your bill payment and is also the day your Funding Account will be debited, unless the Deliver by Date falls on a non-Business Day in which case it will be debited on the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

(ii) **Payment Scheduling.** The earliest possible Deliver by Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the Bill Pay Service when you are scheduling the payment. Therefore, you cannot select a Due Date less than the earliest possible Deliver by Date designated for each Payee. When scheduling payments you must select a Deliver by Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Deliver by Date that is at least one (1) Business Day before the actual Due Date. Deliver by Dates must be prior to any late date or grace period.

(iii) **Service Guarantee.** Due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. We will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Bill Pay Agreement.

(iv) **Payment Authorization and Payment Remittance.** By providing us with names and account information of Payees to whom you wish to direct payments, you authorize us to follow the Payment Instructions received through the payment system. In order to process payments more efficiently and effectively, we may reasonably edit or alter payment data or data formats in accordance with Payee directives.

When we receive a Payment Instruction, you authorize us to debit your Funding Account and remit funds on your behalf so that the funds arrive on or by the Deliver by Date designated by you. We will debit your Funding Account on the Deliver by Date, unless the Deliver by Date falls on a non-Business Day in which case it will be debited on the previous Business Day. You also authorize us to credit your Funding Account for payments returned to us by the United States

Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

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

1. If, through no fault of ours, your Funding Account does not contain sufficient available funds to complete the transaction or the transaction would exceed the limits of an overdraft protection plan you have with us;
2. The payment processing center is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. You have not provided us with the correct Funding Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

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

(v) **Payment Methods.** We reserve the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment or a direct check payment (funds remitted to the Payee are deducted from your Funding Account when the direct check payment is presented to your account for payment).

(vi) **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) before it is processed by following the directions within the Bill Pay Service. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment it cannot be cancelled or edited. If the payment was made by check you may submit a stop payment request.

(vii) **Stop Payment Requests.** Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may not have a reasonable opportunity to act on any stop payment request after

a payment has been processed. If you wish to stop any payment that has already been processed, you must contact the Credit Union at the telephone number or e-mail address set forth in Section 4. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require that you submit your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such Bill Pay Service as set out in the Credit Union's Rate and Fee Schedule.

(viii) **Exception Payments.** Tax payments and court ordered payments may be scheduled through the Bill Pay Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims for damages resulting from your scheduling of these types of payments. Our Service Guarantee will not apply to these exception payments when these types of payments are scheduled and/or processed by us. We have no obligation to research or resolve any claim resulting from an exception payment, unless an error is caused by our actions and all research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Credit Union.

(ix) **Expedited Payments.** If you have insufficient time to schedule a bill payment by a desired Deliver By Date, there is an option within the Bill Pay Service to establish a single one-time payment for next day (electronic) or overnight (check) payment. A fee is assessed for each transaction and is disclosed in the Credit Union's Rate and Fee Schedule.

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

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

2. Activation – Upon activation of the electronic bill feature we may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the

ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

3. Authorization to obtain bill data - Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

4. Notification –We will use our best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

5. Cancellation of electronic bill notification – The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. We will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation. If your Funding Account is closed for any reason, we will immediately terminate your access to and use of the Bill Pay Service.

6. Non-delivery of electronic bill(s) – You agree you are fully responsible if a Payee fails to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

## **MOBILE BANKING SERVICE**

Mobile Banking is a personal financial information management service that allows you to access account information, make payments to individuals and merchants who have previously been set up through our online bill pay services and make such other financial transactions as set forth in the Electronic Funds Transfer Agreement using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, "Wireless Devices"). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand

that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Banking enrollment website at [www.oregonstatecu.com](http://www.oregonstatecu.com). When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through online account access will be accessible through the Mobile Banking service.

**Use of Services.** Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile Banking software ("Software") required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your wireless device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Access service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access the Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service, You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

**Access to Accounts.** By enrolling in the Mobile Banking service, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Password or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

**Relationship to Other Agreements.** You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., Cingular, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while

downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

### **Mobile Banking Service Limitations and Conditions.**

When you use the Mobile Banking service to access accounts, you agree to the following limitations and conditions:

(1) **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 the Mobile Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

(2) **Proprietary Rights.** You are permitted to use content delivered to you through Mobile Banking only on the Mobile Banking service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with the Mobile Banking service.

(3) **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; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Access to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

(4) **No Commercial Use or Resale.** You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.



(5) **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your improper use of the Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

(6) **User Security.** You agree not to give or make available your Mobile Banking Personal Identification Number (the "PIN") or other means to access your account to any unauthorized individuals. You are responsible for all bill payments, transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your Wireless device and PIN or other means to access Mobile Banking, you are responsible for any transactions they authorize. If you believe that your PIN, Wireless device or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling 800-732-0173. (7)

**Additional Service Limitations.** Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, 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 Wireless device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless 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.

(8) **Changes or Cancellation.** You may cancel your participation in Mobile Banking by calling us at 800-732-0173. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking services. You agree that we will not be liable to you or any third party for any discontinuance of Mobile Banking.

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

## **MEMBERSHIP AGREEMENT**

## **ADDENDUM**

### **FINANCE WORKS**

We have entered into an agreement with Digital Insight, an NCR Corporation, to provide you with additional services through use of Intuit software to manage your financial data. Pursuant to our agreement with Digital Insight/NCR, we are providing the FinanceWorks service, which allows you to aggregate account and transaction information of your accounts at other financial institutions. You must read and accept the FinanceWorks End User License Agreement (EULA) with us, before you are granted access. In the EULA, any reference to 'your financial institution' refers to Oregon State Credit Union.

### **PURCHASE REWARDS**

We have entered into an agreement with Digital Insight, an NCR Corporation, to provide you with a Purchase Rewards program through use of Cardlytics software. Pursuant to our agreement with Digital Insight/NCR, we are providing the Purchase Rewards program service, which allows you to earn Rewards benefits by using your Debit Card issued by Oregon State Credit Union. You must read and accept the Purchase Rewards End User License Agreement (EULA) with us, before you are granted access. In the EULA, any reference to 'your financial institution' refers to Oregon State Credit Union.