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3RIVERS FEDERAL CREDIT UNION

Online Banking Agreement For Non-Personal Accounts

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1. Introduction

This On-Line Account Access Agreement for Non-Personal Accounts ("Agreement") contains important information for accessing your Three Rivers Federal Credit Union ("TRFCU") accounts through On-Line Account Access.

In this Agreement, the words "you" and "your" and "Member" mean those who enroll accounts for on-line banking and are provided by the credit union with on-line access to those accounts. The words "we" and "us" and "our" and "TRFCU" mean Three Rivers Federal Credit Union. The word "transaction" means any banking function that you perform using TRFCU's On-Line Account Access.

Please read these terms carefully. By clicking the "Agree" button at the bottom of this agreement when you enroll or sign on, you acknowledge that you have read and understand this agreement and agree to be bound by its terms and conditions. If you do not agree to these terms, please click "Disagree" and exit. **YOU AGREE THAT BY SUBMITTING INFORMATION ON-LINE OR BY COMMUNICATING WITH US ON-LINE, THE INFORMATION OR OTHER COMMUNICATION IS DELIVERED TO US AS IF IT WERE IN WRITING WITH YOUR SIGNATURE ON IT.**

2. Agreement

By using TRFCU's On-Line Account Access, you agree to the rules in this Agreement. You represent to us that your Account was not established primarily for personal, family, or household purposes. Before you use any of our on-line banking services, you should read this agreement carefully. The terms and conditions in this Agreement are in addition to any deposit account, loan or other agreement you have with us relating to your Accounts, including any disclosures made pursuant to such agreements.

TRFCU may change the terms of this Agreement from time to time. If the change adversely affects you, we will give you notice prior to the effective date of the change to the extent required by applicable law.

3. Security Procedure

You agree that the use of a Sign-On ID and Password for On-Line Account Access transactions is a commercially reasonable security procedure for authorizing transactional access to your non-personal account. You agree to be bound by any transaction made by the use of any of this security procedure, whether or not the person who performed the transaction had your permission to do so, and even if you have asked us subsequently to disable your on-line access or terminate this Agreement under Section 20 below. You further agree that TRFCU is not responsible for detecting any Member error in any transaction. You will undertake to review the security procedure set forth in this agreement from time to time to ensure that it is commercially reasonable. You further agree that no financial institution can ever guarantee that any security procedure can be totally effective.

You also agree that you will not use TRFCU's on-line banking service to conduct an illegal transaction or to pay for any illegal purchase. You understand that we may cancel your ability to use TRFCU's On-Line Account Access service if we have reason to believe that you have used the service for any illegal activity.

4. Your Responsibilities with Regard to the Security Procedure

You recognize that the methods for funds transfer set forth in this Agreement are subject to specific risks and you are willing to undertake these risks. In order to reduce these risks you agree to take the following actions in exact detail and in a proactive manner in connection with the security procedure:

You agree to provide the Sign-On ID/Password only to those personnel specifically authorized to conduct On-Line Account Access transactions as applicable for your business and otherwise to adopt strict procedures to keep the Sign-On ID(s) and Password(s) confidential and secure. You agree to use the Sign-On ID/Password to check your account balance on a timely basis to verify the proper use of the Account and to check for errors. You agree to review the periodic statement for your Account on a timely basis to check for errors or unauthorized transfers.

You agree to notify us immediately if you detect errors on your periodic statement or on any receipt you receive at an ATM or POS terminal, or if you believe that someone has withdrawn or transferred or may withdraw or transfer funds from your Account without your permission. To notify us, you will use the contact information provided in Section 20 of this Agreement.

5. Liability

We will exercise ordinary care in providing the services described in this Agreement. We will be responsible only for acting on transactions actually received, and cannot be responsible for malfunctions in systems beyond our control. In no event will TRFCU be liable for any indirect, special or consequential damages except as required by law. You agree that we will not be liable for stopping any transaction unless we have had a reasonable opportunity to act on notice from you that the transaction should be stopped, or that you desire to terminate this Agreement under Section 20 below. You further agree that we will not be liable for any error, delay or default on our part or on the part of any of our agents with regard to any on-line banking transaction except to the extent such liability cannot legally be varied or waived.

6. System Administrator Appointment and Responsibilities

To use On-Line Account Access, the Member must appoint an Authorized Individual who will serve as the administrator of On-Line Account Access (the "Administrator") and who will be responsible for completing an enrollment request. When the enrollment request is approved, the credit union will provide the Administrator with a temporary password that allows the Administrator initial access to On-Line Account Access. The Administrator will access the On-Line Account Access and assign a Sign-On ID to each Authorized Representative in accordance with the on-line instructions. After the assignment of Sign-On IDs, each Authorized Representative must access On-Line Account Access and select a unique 6-to-15-character password. The Administrator is responsible for establishing on-line limitations and the access levels for each Authorized Representative, subject to the terms in paragraph 4 above. These limitations and access levels include which of the Member's accounts and which services each Authorized Representative is authorized to access: view account information and transaction history, initiate bill payments and funds transfers (up to any established dollar limits), generate user defined reports, and electronically reconcile cleared items based on the Sign-On ID and password used. The Administrator shall be responsible for resetting passwords if an Authorized Representative loses his or her password. The Member or the Administrator must notify the credit union immediately if the security or confidentiality of the procedures is breached or compromised in any way, and the Administrator shall immediately change or disable the Sign-On IDs and/or passwords of Authorized Representatives, as necessary, to restore security. The Member agrees to immediately notify the credit union of a change to the appointed Administrator. Such notice may be oral, but must be confirmed by written notice within three (3) business days. The credit union may disable the Member's On-Line Account Access and that of all Authorized Representatives after notification until such time as a new Administrator enrolls and is approved by the credit union. After approval by the credit union, the new Administrator is responsible for verifying all data relating to Authorized Representatives.

The security of these procedures depends upon vigilant and careful practices by the Member. The Member agrees to maintain such vigilant and careful practices and to notify the credit union if the Member has any reason to question the efficacy of the procedures.

7. Use of The Three Rivers Federal Credit Union's On-Line Banking Service

To apply for On-Line Account Access, you must have at least one eligible active account(s) with the credit union, access to Internet service, an email address and you must appoint an Administrator as described above. To be eligible to use TRFCU's On-Line Account Access, you must complete our on-line enrollment request and be approved for this service. Before you use TRFCU's on-line banking service, you should read this Agreement and any additional instructions we provide you that describe TRFCU's on-line banking services in greater detail. Your use of any of TRFCU's on-line banking services means that you agree to the terms and conditions stated in this Agreement and any instructions we will provide to you. After your enrollment request is approved, you can add or remove account access by adding or deleting an account through the online banking application.

8. Warranty Disclaimer

We are not responsible for your hardware and software (which may include other functions and features such as on-line budgeting and mortgage comparisons) not associated with TRFCU's on-line banking service. We disclaim all implied warranties regarding your use of The Three Rivers Federal Credit Union's on-line banking service, your equipment and software, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

9. Your Equipment

You must use the Internet to access TRFCU's On-Line Account Access. Access requires a personal computer with Windows® 95/98 or Windows® NT 4.0 or a higher version; an Apple Macintosh computer with OS 8.6 or a higher version. You will also need a connection to the Internet (an Internet Service Provider accessed by your computer via a modem or other Internet connection device). If you intend to download your transaction information, you must have Quicken 2001® (Release 3), Microsoft Money 2002®, or a higher version of either product. ***Important Note: Quicken does not provide technical support for Apple Macintosh computer users that wish to download transactions, as of this writing.***

The credit union's Online Banking system requires one of the following browsers: Microsoft Internet Explorer 5.0 or later (with 128-bit encryption), or Netscape Communicator/Navigator 4.08 or later (with 128-bit encryption), or America Online 5.0 or later or Macintosh-Microsoft Internet Explorer 4.5 (with 128-bit encryption). You agree that we are not responsible for any failure or loss caused if any of your financial software is not compatible with our system, including lack of compatibility with our systems. We are not responsible for any computer virus or related problems that may be associated with the use of TRFCU's on-line banking services.

10. Fees

Three Rivers Federal Credit Union does not currently charge any service fee for use of the on-line banking product itself, with the exception of ACH and Wire services. Three Rivers Federal Credit Union may charge a fee for the on-line banking product with at least 30 days prior written notice. However, Three Rivers Federal Credit Union does charge fees as described in our published fee schedule, even if the transaction was initiated on-line. For example, if you use on-line banking to stop payment on a check, the stop payment fee will be charged.

There is no monthly fee for on-line bill payment services. This covers unlimited bill payments to any of your payees. In order for the service to remain active on your On-Line Account Access signon, you must use On-Line Bill Payer to make at least one (1) payment every three (3) months. Three Rivers FCU reserves the right to cancel your service should you choose not to do so. If you choose to use optional On-Line Bill Payer services (such as GiftPay) it may incur a fee as outlined before utilizing the feature.

11. Sign-On ID(s) and Password(s)

Before each Authorized Representative's first use of TRFCU's On-Line Account Access, the Administrator must designate a Sign-On ID for each Authorized Representative as described in paragraph 6 above. To gain access to the credit union's on-line banking service, an Authorized Representative is required to use the Sign-On ID in conjunction with the Authorized Representative's temporary Password. The individual will be required to select a new Password immediately after signing on the first time. The Administrator and each Authorized Representative agree to keep Sign-On ID(s) and Password(s) confidential to prevent unauthorized access to your Accounts and to prevent unauthorized use of TRFCU's on-line banking services. We may revoke or cancel your Sign-On ID(s) and Password(s) at any time without giving you prior notice to allow us to maintain the security of your Accounts. The Sign-On ID and Password is used to authenticate the identity of each Authorized Representative of TRFCU's on-line banking services. You agree to instruct each Authorized Representative not to reveal the Sign-On ID and Password to any person. The security of your Non-Personal Account(s) depends upon your maintaining the secrecy of Sign-On ID(s) and Password(s). We recommend that the Administrator and each Authorized Representative change his or her Password frequently.

12. Business Days and Hours of Operation

For purposes of this Agreement, our regular business days are Monday through Friday. Holidays, Saturdays, and Sundays are not included. In general, you can access your accounts through TRFCU's On-Line Account Access 24 hours a day, 7 days a week. There may be times, however, when all or part of the service is unavailable due to system maintenance, scheduled database backup, technical difficulties, or as a result of other unforeseen acts. We are not liable under this agreement for failure to provide access due to these conditions.

Certain transactions sent via On-Line Account Access -- such as stop payment requests and E-messages (see below) -- require that credit union personnel act on the transaction. Credit union personnel are available to respond to these transactions only during normal banking hours on business days. Such transactions received outside of normal banking hours or on non-business days will not be acted on until the next business day.

13. Stop Payment

You agree that when you use TRFCU's On-Line Account Access to stop payment on a check you have drawn on your Account, the stop payment order is good for six (6) months, but may be renewed by written or on-line notice to us before it expires. We will have no liability for failing to act on a stop payment order if the stop payment order does not describe the check adequately, or if the credit union does not have a reasonable opportunity to honor the stop payment order, even if the failure to stop payment causes other checks to be returned for insufficient funds. Prior to sending a stop payment order, you should first verify that the check has not already been posted to the Account. We will make every effort to act on your stop payment request in a reasonable amount of time after receipt during normal business hours on the business day it is received. To verify that a stop payment order sent through the Online Banking service has been acted on, telephone us at 260-490-8328 or toll free at 1-800-825-3641, ext. 2940. An oral stop payment order is good for fourteen (14) days unless it is confirmed on-line or in writing.

14. Bill Payments

You may make bill payments through TRFCU's On-Line Account Access to any business, person or professional that has an address we can verify ("Payee"). Bill payments may be made only to Payees with a U. S. payment address. We reserve the right to refuse to accept any bill payment transaction. You may not make a payment of alimony, child support, taxes or other government fees or court directed payments or purchase securities using On-Line Bill Payer.

Bill payments executed by TRFCU or its third-party bill payment service will be sent to the Payee either electronically or by paper check mailed to the Payee via the U.S. Postal Service. The choice of electronic or check payment is solely at the discretion of TRFCU and its third-party bill payment service. We may pay checks, electronic payments,

withdrawal tickets or instruments drawn on your Account in any order that we decide. You should be aware that other transactions (such as ATM, telephone banking, on-line transfers or in-branch withdrawals) may affect your Account Balances. When you send us a bill payment transaction, you authorize us to reduce the Account accordingly. If the available balance in the Account (including any overdraft line of credit) is not sufficient to make payments you have authorized, we may either refuse to pay the item or we may make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges we may impose, as stated in our fee and disclosure statements in the information section of our website. We reserve the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous. We need at least seven (7) business days before the business day on which a bill payment is due to ensure that we have sufficient time to process the payment. Therefore you agree to send us your bill payment transactions at least seven (7) business days before the payment is due. In order for a bill payment transaction to be considered received on a specified date, it must be received prior to 2:00PM (Eastern Time) on a business day. Bill payment transactions received on non-business days or after 2:00PM (Eastern Time) on a business day will be considered received on the next business day. We are not responsible for payment delivery delays caused by the U.S. Postal Service or for payment processing delays after the Payee has received the payment, so you must send us your bill payment transactions in such a manner that your payments will be made on time. Any late payment or finance charge that may be imposed as a result of your failure to transmit bill payment transactions at least seven (7) business days before a payment is due will be your responsibility. Our responsibility for any late payment or finance charge is limited by Section 5 of this Agreement.

TRFCU's on-line banking service may be used to authorize automatic recurring bill payments of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, quarterly or annual basis. The day on which the payment is to be sent is referred to as the "Date/Recurrence." If the payment date/recurrence is scheduled for a non-business day, it will be processed on the prior business day.

15. Stopping On-Line Bill Payments

The following steps may be taken to delete or stop pending on-line bill payments:

Deleting Payments. If you have scheduled a future or recurring bill payment, but the payment date has not yet arrived, you may use the on-line banking service to delete the payment if the payment delete request is processed while the payment is in a pending status and before 2:00PM on the scheduled payment date. If you cannot access the on-line banking service to request that the payment be deleted, refer to (b) below. **Deleting Regular and Automatic Recurring Payments.** If you cannot access the on-line banking service to delete a pending payment as described in (a) above, contact us using the information provided in Section 20 of this Agreement in time for us to receive your request two (2) business days or more before the scheduled payment date. **Liability for Failure to Delete a Payment.** You cannot delete a payment after it has been processed. If you order us to delete one of your payments two (2) business days or more before the scheduled payment date, and we do not do so, we will be liable for your losses or damages directly related to our failure to delete the payment(s). We are not responsible for any indirect, incidental, special or consequential damages, except to the extent such limitation of liability is not permitted by law.

Stopping Payments. Stopping the payment of a check is different from deleting an on-line payment. Once the on-line payment has been debited from your account (i.e., processed), you CANNOT delete or stop the payment if it has been transmitted to the Payee electronically. You may be able to stop an on-line payment only if it has been paid by check. To stop an on-line check payment, contact us using the information provided in Section 20 of this Agreement. We will only be able to stop the on-line check payment if the paper check has not cleared and we are able to process your stop payment request before the check clears. To be effective, this type of stop payment request must precisely identify the name of the Payee, the Payee-assigned account number, payment amount and date you scheduled the payment to be processed. If you call, we will also require you to put your request in writing and get it

to us within fourteen (14) calendar days after you call. We will charge your account our regular fee for each stop payment order you give. We will not be responsible for failing to act on a stop payment if you do not give us the correct Payee information or if we do not have a reasonable opportunity to process the stop payment order.

16. Transfers

You can access your **Three Rivers FCU** accounts through On-Line Account Access seven days a week, 24 hours a day. However, at certain times, some or all of On-Line Account Access may not be available due to system maintenance. You will be notified on-line when this occurs. Same-day transfers made on-line will post real-time. A future-dated transfer initiated through On-Line Account Access before **2:00PM (Eastern)** on a business day is posted to your account the same day. All transfers completed after **2:00PM (Eastern)** on a business day or on a Saturday, Sunday or credit union designated holiday, will be posted on the next business day. Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

17. Electronic Messages

We may not immediately act on electronic messages (hereinafter referred to as E-messages) sent by you through our on-line banking mailbox function. Use the information provided in Section 20 of this Agreement if you need to contact us immediately (for example, to report an unauthorized transaction from an account, to stop payment on a check or to report a lost or stolen Sign-On ID or Password). No action will be taken on your E-message request until we actually open your message and have a reasonable opportunity to act on it. You cannot use the E-message function to transfer funds between accounts or to conduct transactions. You must follow the instructions for TRFCU's on-line banking services to accomplish these activities. You agree that any E-messages we receive from you are E-messages that were sent by you and that we may rely on the instructions provided in such E-messages. If you choose to contact us using general or public electronic mail (hereinafter referred to as E-mail) instead of through our on-line banking mailbox function, the information you provide may not be secure. Thus, you should not send confidential information by E-mail over the Internet. We therefore request that you do not send us or ask for sensitive information such as account numbers, Sign-On ID, or Password through any general or public E-mail system. You cannot use E-mail to transfer funds between accounts or to conduct transactions. You must follow the instructions for TRFCU's on-line banking services to accomplish these activities. If you wish to contact us electronically, please use the Mailbox function that is provided by us in the on-line banking service.

18. Member Indemnity

The Member shall indemnify TRFCU and hold TRFCU harmless from any cost, liability, or expense (including reasonable attorney's fees) arising out of any claim by a third party alleging that a Member transaction contravenes or compromises the rights, title, or interest of any third party, or contravenes any law, rule, regulation, ordinance, court order, or other mandate or prohibition with the force or effect of law (a "Claim"), unless the Claim arises out of TRFCU's failure to exercise ordinary care, failure to act in good faith, or failure to act in accordance with the Member's instructions pursuant to this Agreement.

19. Termination

This Agreement and your ability to use any or all of TRFCU's on-line banking services may be terminated at any time by us or you upon giving notice of the termination to the other party. You may cancel the on-line banking services at any time by providing us with notice by postal mail or E-message. If you terminate your on-line banking services, you authorize us to continue making transfers or payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further on-line transfers or payments from your Accounts, including any transfer or payments you have previously authorized through our on-line banking services. If we terminate your use of TRFCU's on-line banking services, we reserve the right to make no further transfers or payments from your Accounts, including any transactions you have previously authorized. If you or we close your payment account(s), your ability to make On-Line Bill Payer ends the date your account is closed.

20. How to Contact Us

To contact us, call **Three Rivers FCU** anytime Monday through Friday between the hours of 8:00 A.M. and 6:00 P.M. at **260.490.8328 or 800.825.3641, ext. 2940**, or write **Three Rivers FCU, P.O. Box 2573, Ft. Wayne, IN 46801-2573**.

By clicking the "Agree" button, you acknowledge that you have read and understand this agreement and agree to be bound by its terms and conditions. If you do not agree to these terms, please click "Disagree" and exit.