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3RIVERS FEDERAL CREDIT UNION

Online Account Access Agreement

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I. Introduction

This On-Line Access Agreement ("Access Agreement") for accessing your **3Rivers** accounts through On-Line Account Access explains the terms and conditions governing the on-line banking services and bill pay offered through On-Line Account Access. By using On-Line Account Access, you agree to the terms and conditions of this Access Agreement. This On-Line Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is **no** applicable Federal law or regulation, by the laws of the State of Indiana. The terms "we," "us," "our," "**3Rivers**," and "credit union" refer to **3Rivers**. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

On-Line Account Access can be used to access **3Rivers** accounts. Each of your accounts at **3Rivers** is also governed by the applicable account disclosure statement ("Master Agreement and Account Disclosure").

II. Accessing Your 3Rivers Accounts through On-Line Account Access

A. Requirements

To access your accounts through On-Line Account Access, you must have a **3Rivers** savings or checking account and an On-Line Account Access password.

A business must be operating under an Employer Identification Number (EIN) or under a tax payer identification number which must be the owner's Tax Identification Number (TIN) to have access to these accounts.

B. Electronic Mail (E-mail)

Sending electronic mail (E-mail) through On-Line Account Access is a way to communicate with the credit union. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of On-Line Account Access. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s).

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within On-Line Account Access or call the 3Rivers Call Center 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**.

C. Fees

There are no monthly or transaction fees for accessing your account(s) through On-Line Account Access. See Section IV for a description of On-Line Bill Payer fees.

Please note that fees may be assessed by your on-line service provider.

D. New Services

3Rivers may, from time to time, introduce new on-line services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

E. Benefits of Using On-Line Account Access

With On-Line Account Access, you can manage your personal and/or small business accounts from your home or office on your personal computer. You can use On-Line Account Access to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the Master Agreement and Account Disclosure Statement).
- Pay bills to any payee, institution or individual.
- Communicate directly with **3Rivers** through E-mail.

III. Terms and Conditions

The first time you access your **3Rivers** accounts through On-Line Account Access you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

A. Your On-Line Password

You will be given an On-Line Account Access password that will give you access to your **3Rivers** accounts for On-Line Account Access. This password can be changed within On-Line Account Access using the options button. We recommend that you change your password regularly. **3Rivers** will act on instructions received under your password. For security purposes, it is recommended that you memorize this On-Line Account Access password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

B. Payment Account

Although there are no fees for accessing your accounts through On-Line Account Access, you may be asked to designate a payment account for selected services such as On-Line Bill Payer. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify **3Rivers** and identify a new payment account for the selected services. Additionally, if you close all **3Rivers** accounts, you must notify **3Rivers** to cancel the On-Line Account Access services.

Your On-Line Account Access and/or Bill Payer access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, On-Line Account Access and/or Bill Payer services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call **3Rivers** 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**.

If you do not access your **3Rivers** accounts through On-Line Account Access for 180 days, **3Rivers** reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

You agree to be responsible for any telephone charges incurred by accessing your **3Rivers** accounts through On-Line Account Access.

If you wish to cancel any of the on-line services offered through 3Rivers, please contact **3Rivers** 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 send us cancellation instructions in writing to **3Rivers, Attn: Web Services, P.O. Box 2573, Ft. Wayne, IN 46801-2573**.

C. Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, **3Rivers**, OR by Internet browser providers such as but not limited to Microsoft

(Internet Explorer browser), Google, Safari, OR by Internet access providers OR by on-line service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the on-line financial services, or Internet browser or access software.

D. Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, On-Line Account Access transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through On-Line Account Access may result in an overdraft of your account and may, at **3Rivers's** discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

E. Hours of Accessibility

You can access your **3Rivers** 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.

F. Additional Terms and Conditions

Obtaining account balance and transaction history - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

Transferring funds - The number of transfers from a savings account may be limited as described in the applicable Master Agreement and Account Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

IV. On-Line Bill Payer Service

A. Using the Service

The On-Line Bill Payer service allows you to schedule bill payments through On-Line Account Access. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your **3Rivers** checking accounts. There is no limit to the number of payments that may be authorized. You may pay any payee or individual through the use of On-Line Account Access, with a maximum payment amount of \$15,000. However, we are unable to process any payment of taxes or court-directed payments through On-Line Account Access.

By furnishing us with the names of payees, you authorize us to follow the payment instructions to the payees you provide us through On-Line Bill Payer. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When On-Line Account Access receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of On-Line Account Access, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

For this reason, it is recommended that all payment transfers be scheduled at least (7) seven business days before the actual due date, not the late date. If you properly follow the procedures described herein, and 3Rivers fails to deliver a payment on the scheduled payment date, 3Rivers will bear the responsibility for late charges (\$50.00 maximum). In any other event, including, but not limited to, choosing a payment date less than (7) seven days prior to the actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you.

On-Line Account Access will use its best efforts to process all your payments properly. However, On-Line Account Access shall incur no liability if it is unable to complete any payments initiated by you through On-Line Account Access payment services because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.
2. The On-Line Account Access processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided On-Line Account Access with the correct names or account information for those persons or entities to whom you wish to direct payment.
4. Circumstances beyond the On-Line Account Access's control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, On-Line Account Access has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 2:00 PM (Eastern), on the Payment Date, by using the DELETE function on the On-Line Account Access "Pending Payment" screen.

3Rivers reserves the right to terminate your use of on-line bill payment service in whole or part, at any time without prior notice. If, for any reason, you should ever wish to cancel on-line bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using On-Line Account Access or calling **3Rivers** 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**. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

B. Bill Pay Fees

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 or Mobile Bill Payer to make at least one (1) payment every three (3) months. 3Rivers 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.

Additionally, you agree to pay any special charges in effect as announced by the credit union from time to time. These charges are in addition to the fees and service charges specified in your applicable account agreements (for example, uncollected or overdraft charges on your checking account). If the payment account has insufficient funds to cover fees, the credit union will deduct the fee from any other checking account linked to On-Line Bill Payer (in any order we may choose). If the fee cannot be paid, we may cancel your Bill Pay service. After cancellation, your Bill Pay service may be reinstated by contacting **3Rivers** once sufficient funds are available in your payment account to cover the bill payment fees and any other pending transfers or debits.

V. General Terms

A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you on-line, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for on-line transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Master Agreement and Account Disclosure.

B. Disclosure of Account Information

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government on the amount of the dividends you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The credit union may also provide information about your account(s) to persons or companies the credit union believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the credit union routinely informs a credit bureau when accounts are closed by the credit union because they were not handled properly. The credit union may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

C. Questions or Error Correction on On-Line Account Access Transactions

In case of questions or errors about On-Line Account Access funds transfers through On-Line Account Access involving your account, here is what you should do:

- Contact **3Rivers** by electronic mail to trfcuservice@trfcu.org
- Fax **3Rivers** at **260.489.0230**
- Telephone **3Rivers** 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**
- Write **3Rivers, Attn: Web Services, P.O. Box 2573, Ft. Wayne, IN 46801-2573**, as soon as you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record.
- We must hear from you no later than sixty (60) days after we have sent the first 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 ten (10) business days.
- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, designate the checking account to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

We will investigate your complaint and correct any error promptly. If we take more than ten (10) business days to do this, we will re-credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we do not complete a transfer to or from your **3Rivers** account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using On-Line Bill Payer.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

D. Other General Terms

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Master Agreement and Account Disclosure, the credit union's rules and regulations, the rules and regulations of any funds transfer system to which the credit union belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

3Rivers reserves the right to terminate this Agreement and your access to on-line services, in whole or in part, at any time without prior notice.

VI. Protecting Your Account

A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call **3Rivers** 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 e-mail at trfcuservice@trfcu.org.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your On-Line Password - The password that is used to gain access to On-Line Account Access should also be kept confidential. For your protection we recommend that you change your on-line password regularly. It is recommended that you memorize this on-line password and do not write it down.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your on-line password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify **3Rivers** at once 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**.

B. Unauthorized Transactions in Your 3Rivers Accounts

Notify us immediately if you believe another person has improperly obtained your on-line password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call **3Rivers** 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 **3Rivers, P.O. Box 2573, Ft. Wayne, IN 46801-2573**.

If your On-Line password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your on-line password without your permission to access a **3Rivers** deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section may be extended.

Alerts. Your enrollment in **3Rivers** Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your 3Rivers account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. **3Rivers** reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your 3Rivers Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text **"STOP" to 72080 at anytime**. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in **3Rivers** Online Banking. For help with SMS text alerts, text **"HELP" to 72080** In case of questions please contact customer service at **260.490.8328 or 800.825.3641, ext. 2940**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **3Rivers** provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **3Rivers** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **3Rivers**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.