



Opportunities Credit Union Ebanking Agreement

Please review this Agreement defining the Opportunities Credit Union Electronic Banking (“Ebanking”) program and the Ebanking Terms and Conditions. At the bottom of the Ebanking Enrollment Form, you and any joint owners will be required to sign your name(s) indicating you have read the Ebanking Terms and Conditions and accept its terms.

Ebanking Agreement

This Agreement for Ebanking is entered into between Opportunities Credit Union ("Opportunities") and any Member (defined below) who uses Ebanking (defined below). This Agreement governs the terms and conditions for your use of Ebanking.

Your share draft (checking) and share (savings) accounts are governed by Opportunities’ Membership Booklet/Funds Availability Disclosure, Truth-In-Savings Account Disclosures, the Electronic Funds Transfer Act, and the Privacy Notice Disclosure (collectively, “Member Disclosures”). Please refer to Member Disclosures for information regarding your accounts.

I. Definitions

- "Member" is defined as any individual who is a member of Opportunities Credit Union; specifically for this Agreement, those utilizing the services of Ebanking
- "Ebanking" is defined as the Internet banking service designed for member use
- "Account" is defined as the banking account(s) the Member desires to access with Ebanking.
- Business Day means every day except Saturdays, Sundays and federal holidays.
- "We", "us", and "our" mean Opportunities Credit Union.
- "You" and "your" means each Ebanking subscriber

II. Agreements

Before you use Ebanking, please read the Agreement in its entirety. This Agreement contains the terms and conditions of Ebanking.

If you use Ebanking, or permit another to use Ebanking, each party agrees to the terms and conditions stated in the Agreement. Further, you authorize Opportunities or appropriate third parties to debit, transfer and process instructions initiated at your computer.

III. Computer Requirements

In order to use Ebanking, you will need a personal computer equipped with an Internet Web browser for internet capabilities (e.g., Internet Explorer, Netscape Navigator or AOL) capable of supporting 128-bit encryption, currently Versions 6.0 or greater.

IV. Terms and Conditions

- A. You agree to indemnify, hold harmless and defend Opportunities from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable attorney, accountant and expert witness fees) at your expense, arising from your failure to abide by these restrictions on the use of Ebanking. You agree that the following are strictly prohibited:
1. Unauthorized communication of any information belonging to any other person or entity;
 2. Unauthorized communication of any information concerning any password or other online access number, code or identification or any other proprietary information belonging to any other person or entity;
 3. Use of Ebanking in violation of any telecommunication, postal, or other federal, state or local laws or regulations or in furtherance or commission of any crime or other unlawful or improper purpose.
- B. Except as provided in this Agreement, Opportunities and its suppliers or third-party providers make no warranties or representation of any kind with respect to Ebanking, whether expressed or implied, including but not limited to merchantability or fitness for particular purpose. Neither Opportunities nor its suppliers or third-party providers nor anyone else who has been involved in the creation, production or delivery of Ebanking assumes any responsibilities with respect to your use thereof. No oral or written information or advice given by Opportunities or its suppliers or any of their employees shall create a warranty or in any way increase the scope of the warranty. You may not rely on any such information or advice.
- C. You further agree:
1. Electronic transmission of confidential business and personal information is at your own risk;
 2. Use of third-party products or services like financial management software (e.g. Quicken) is at your own risk;
 3. Opportunities reserves the right to monitor and review electronic transmissions online and in storage, and to remove or reject any material which Opportunities, at its sole discretion, believes may be unlawful or objectionable, without prior notice.
- D. You agree that the use of Ebanking by any owner of a joint account or by an authorized signer on an account shall be deemed authorized unless you provide Opportunities with written notice that use of Ebanking is terminated, or that the joint account owner or authorized signer has been validly removed from the account. You agree that any account that requires two or more signatures to make transfers or withdrawals is not eligible for those services in Ebanking. Any joint owners on your Ebanking account must be indicated on the Ebanking Enrollment Form. Joint owners will have access to all information for the account number given.

V. Banking Functions

- A. You may transfer funds via Ebanking among your share savings, share draft (checking), money market, and certain loan accounts. The transfer of funds occurs immediately, if available.
- B. Your ability to transfer funds between certain accounts is limited by applicable Federal and/or State law as stated in the Member Disclosures.
- C. Ebanking will display current and available balances and transaction activity on deposit accounts like share savings, checking, money market accounts and CDs. Ebanking will display outstanding balances, transaction activity and summary information on member and small business loans.

- D. Your transaction activity will be available for up to two months (60 days). Transaction activity can be: 1) displayed on the screen, 2) printed from the screen and/or 3) downloaded from Ebanking and imported into compatible personal financial software (e.g. Quicken) or spreadsheet programs.
- E. Interest posted to checking, savings and money market accounts will show as transaction activity on your statement.

VI. Security Passcodes

To begin using Ebanking:

- A. Complete and submit an Ebanking Enrollment Form.
- B. Once you have been advised your account has been established, set up your account on our Automated Teller Line, Opps 24/7, by calling 660-4892 or 866-949-8800. (The password you assign to your Opps 24/7 account will be the same as your Ebanking password.)
- C. Once you have successfully set up your Opps 24/7 account, log in to Ebanking through Opportunities' homepage (www.oppsvt.org).

NOTE: Your password cannot be any part of your personal information (i.e. date of birth, account number, social security number, etc) or contact information (i.e. phone number, address, etc).

VII. Charges for Ebanking

Fees for any services are shown on our Fee Schedule. Please refer to the Fee Schedule for Ebanking fees.

VIII. Reporting Unauthorized Transactions

If you believe that an unauthorized transaction has been made from your Ebanking account, call us immediately at 800-865-8328 or write to us at: Opportunities Credit Union, 18 Pearl Street, Burlington, VT 05401.

IX. Member's Responsibility

- A. You are responsible for all transfers and bill payments you authorize using Ebanking. If you permit others to use your password to perform transactions, you are responsible for any transactions they authorize from your accounts.
- B. You should notify us immediately if you believe any of your accounts have been accessed or your password has been used without your permission. Contacting Opportunities right away will help you reduce possible losses.
- C. If you allow ACH debit transactions on your member accounts, you have certain rights and privileges that are set forth in the Member Disclosures. In the event that you object to any ACH debit, you agree to notify us of your objection on the same day the debit occurs.
- D. There may be other exceptions to your liability as stated in Member Disclosures or provided by law.

X. Opportunities' Responsibility

- A. We are responsible for processing your instructions and requests. We will be liable for direct damages incurred as a result of our gross negligence and willful misconduct.
- B. We will not be liable for any damages:

1. If you do not have adequate money in an account to complete a transaction from that account, or if that account has been closed;
2. If you have not properly followed the instructions on how to make a transfer;
3. If you have not given us complete, correct and current instructions so that we can make a transfer;
4. If withdrawals from any of your accounts have been prohibited by a court order, garnishment or other legal restriction;
5. If your computer or software is not working properly;
6. If your Internet Service Provider or other telecommunications provider is not available to transmit your requests and instructions to the bank;
7. If the U.S. Postal Service causes a delay; or
8. If circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, telecommunication outages, postage strikes, delays caused by payees, fires and floods.

This list is not all-inclusive. Please refer to Member Disclosures for other exceptions to our liability.

XI. Disclosure of Account Information to Others

- A. Opportunities safeguards the confidentiality of member information. No financial information on any member is released outside the credit union unless specifically authorized.
- B. We are permitted to disclose member information only in the following situations:
 1. To you if that person is known to us or is able to produce satisfactory identification;
 2. To third parties as only authorized by you and limited in scope and purpose only as authorized by the member;
 3. To government agencies in compliance with the Federal Right to Financial Privacy Act and applicable state laws;
 4. Disclosure of member information is permitted for internal credit union use in the preparation, examination, handling or maintenance of financial records. Information may be disclosed to third parties if the member is involved in a financial transaction (to facilitate a loan closing at another institution) or by an order of the Court (a subpoena of records).
- C. Disclosure of member information is permitted among institutions affiliated with Opportunities.
- D. Opportunities is committed to protecting member privacy. We do not sell or rent our member mailing lists to direct marketing or telemarketing companies.

XII. No Signature Required

Use of your Ebanking password is your signature authorization.

XIII. Changes To This Agreement

- A. We may change this Agreement at any time.
- B. Changes to this Agreement will be effective immediately after we make them, except those changes which we are required by applicable law to tell you about in advance. Those changes will be effective after we have given you prior written notice as required by applicable law.
- C. Copies of the current Ebanking Agreement can be obtained by calling us at 800-865-8328, Option 4, or writing to us at Opportunities Credit Union, 18 Pearl Street, Burlington, VT 05401.

XIV. Assignment

We can assign our rights and delegate our duties under this agreement to a company affiliated with us or to any other party. You may not assign your right or duties to anyone else.

XV. Termination

- A. Either you or we may terminate this agreement and your Ebanking enrollment at any time upon giving written notice of the termination to the other party. If you terminate Ebanking, you authorize us to continue making transfers 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 transfers from your accounts, including any transfers you have previously authorized.

- B. If we terminate your use of Ebanking, we reserve the right to make no further transfers from your account, including any transactions you have previously authorized.

NOTE: *At the bottom of the Ebanking Enrollment Form, you (and any joint account owner), will be required to sign your name to indicate you have read the Ebanking Agreement and accept its terms.*

05/07