Online Banking Agreement

Electronic Disclosure and Signature Agreement

The Electronic Signatures in Global and National Commerce Act (ESIGN) requires your approval before we can provide services to you electronically. Please read this Electronic Records Disclosure and Agreement carefully and save or print a copy for your records.

Terms: The terms of this Agreement are in addition to the terms of any deposit or loan account agreements you have with us, including but not limited to the Member Agreement and Application, the Truth in Savings Agreement, the Privacy Policy, the Patriot's Act, Rate and Fee Disclosures, Loan Agreements and Disclosures.

The Disclosure and Agreement is the contract that covers your and our rights and responsibilities concerning the service offered to you by Opportunities Credit Union (OCU). The service permits you to electronically open a deposit account online, initiate account transactions online, communicate with and electronically receive disclosures, documents and records regarding your account(s) with OCU. In this agreement, the words "your" and "yours" mean those who request and use the service, including any joint owners or any person authorized to use your services. The words "we", "us" and "our" mean OCU. The words "document" or "documents" refer to the following collectively: Account Disclosures and Agreements, including change of terms notices; loan bills and statements; deposit statements; certificate maturity notices; non-sufficient funds (NSF)/overdraft notices; excessive transaction notices; address notices; delinquency notices; rate change notices; notices of annual and special meetings; tax reporting information; or any other agreement disclosure, notice, or document OCU would otherwise send via paper now or in the future. By using the service, each of you, jointly and severally, agree to the terms and conditions of this Agreement, and any amendments.

Electronic Signature (eSignature): You consent and agree that your use of a key pad, mouse and/or other devices to select and item, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any document, agreement, acknowledgement, consent, term, disclosure, or condition constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature of resulting contract between you and OCU. You understand and agree that your eSignature executed in conjunction with the electronic submission of your application we be legally binding and such transaction will be considered authorized by you.

Your Consent is Required: By enrolling, you are agreeing to receive documents described above under the "Terms" electronically.

System Requirements: To receive the applicable documents electronically you will need:

- An active account.
- A personal computer or other device capable of accessing the Internet.
- An active Internet Service Provider.
- An Internet Web Browser with capabilities to support a minimum 128-bit encryption.
- Pop-up blockers disabled, or disabled for our site.
- A printer or other device capable of printing and/or retaining agreements and documents.

• Software which permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader[®]. Adobe Acrobat is free software available at <u>www.adobe.com</u>.

System Requirements to Retain Documents: To retain documents for your records, your system must have the ability to either download to your hard drive or print PDF files.

Requesting Paper Copies of Documents: If, after consenting to receive documents electronically you would like paper copies of the documents, you can print them from our website, or contact us using one of the methods under "Contact Information" below to request copies. Refer to the Fee Schedule for fees for copies of statements and other documents.

Withdrawing Consent for Electronic Documents: If you would like to withdraw your consent to receive future documents electronically, contact us using one of the methods under "Contact Information" below. If you withdraw your consent to receive documents electronically, the electronic service you are using will become unavailable to you and your consent will not affect the validity or enforcement of prior electronic documents you received.

Contact Information: If you need to contact us, use one of the following methods:

E-mail:	Info@op	<u>psvt.org.</u>
Telephone:	Toll Free	(800) 865-8328
	Direct	(802) 654-4540
Postal Mail:		OCU, Attn: Member Services, PO Box 67, Winooski, VT 05404

Updating Your Personal Information: You are responsible for keeping your e-mail address updated. You should keep us informed of any changes in your telephone number, mailing address, or e-mail address by contacting us using one of the methods listed above under "Contact Information".

OCU Online Banking Service Agreement

This agreement is a contract that establishes the rules covering access to your account(s), and transactions performed, through OCU's Online Banking application. Please read this agreement carefully because it tells you your rights and obligations. You must have the ability to access this agreement electronically and download or print it to retain this information for future reference.

The terms and conditions of the deposit agreements and disclosures for each of your OCU account(s) as well as your other agreements with OCU, such as loans, continue to apply notwithstanding anything to the contrary in this agreement.

Accessing the Services: You may access your account(s) through the Internet at www.oppsvt.org using your Internet Service Provider.

General Security: You understand the importance of your role in preventing misuse of your account(s) and you agree to examine your OCU account(s) regularly. You agree to protect the confidentiality of your account(s) and account numbers, and your personal identification information. If you suspect that your Online Banking credentials have been compromised, you agree to access the system and change them or contact OCU as soon as possible.

Password Security: For security reasons, we will require the use of an individualized password to gain access to your account(s) through the Online Banking.

You are solely responsible for controlling the safekeeping of and access to, you Online Banking credentials. Here are some suggestions:

Memorize your password and never write it down; Try to use random numbers and letters for your password; Avoid using a password easily guessed by others (your name, your phone number, your date of birth, etc.); Change your password on a regular basis; Always log out of Online Banking before leaving your computer unattended; Do not instruct Windows to save your credentials; and Change your Online Banking credentials immediately if you suspect they have been compromised.

You should never provide your Online Banking credentials to a third party. If you do so, you are authorizing that party to conduct transactions on your account(s). Therefore, you are responsible for any transactions including transfers from your account(s), resulting from you furnishing your Online Banking credentials to a third party. OCU will not be liable and will not reimburse you for any losses that may occur as a result of this authorized use of you Online Banking credentials.

Bill Pay: OCU offers Bill Pay services through our Online Banking site.

Liability: You are responsible for ensuring that you receive a successful confirmation for transactions that you make within the Online Banking. You agree to note the date and time and/or maintain a receipt for your records. You are also responsible for ensuring that funds are available to cover future and recurring transfers that you set up.

OCU is not responsible for your acts or omissions, or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be OCU's agent. OCU will not be liable for any special. Consequential, incidental or punitive losses, damages, ore expenses in connection with this agreement, or the Online Banking service, even if OCU has knowledge of the possibility of them. OCU is not liable for any act, failure to act, or delay in acting, if it is caused in whole or in part by any cause beyond OCU's reasonable control.

Fees: Refer to Fee Schedule for fees related to this service. These fees may be changed from time to time with advance notice to you as required by applicable law and can be found on our website at <u>www.oppsvt.org</u>. If you have questions, please call (802) 654-4540, and a Member Service Representative will assist you.

Amendment and Termination of OCU's Online Banking Agreement: OCU reserves the right to change this agreement at any time by notice mailed to you at the last address shown in OCU's records, posting notice In OCU branch offices, or as otherwise permitted by law.

OCU has the right to terminate this Agreement for any reason at any time. You may terminate this Agreement by written notice to OCU. This notice cane be delivered by mail to: OCU, PO Box 67, Winooski, VT 05449. OCU is not responsible for any activity, including payments made before OCU has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by OCU on your behalf.

OCU may purge your online banking profile after 365 days of inactivity without further notice.