

OCCU Digital Banking Agreement

Please read this Agreement carefully before accessing or using these services. In this agreement, the term "Digital Banking" refers to both Online Banking and Mobile Banking services. By accessing or using the services, you agree to be bound by the terms and conditions set forth below through Our Community Credit Union. If you do not wish to be bound by these terms and conditions, you may not access or use the services.

- a. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions.
- b. To use Online Banking, you must have at least one OCCU personal account and an Online Banking Password. Through Online Banking, you will have access to any of your OCCU share accounts or loan accounts. OCCU reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances. Online Banking may be used to (a) transfer funds between your accounts; (b) obtain account balances; (c) obtain history and transaction information on your accounts; and (d) obtain loan account balance information. These features are limited to the extent, and subject to the terms, noted below.
 - I. Your ability to transfer funds between certain accounts is limited by federal law and the Deposit Agreement.
 - II. You should refer to the Deposit Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Online Banking Service are counted against the permissible number of transfers described in the Deposit Agreement.
 - III. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in the Agreement, all Online Banking transaction instructions received by 7:00 p.m. PST will be completed that business day. Any instruction received after 7:00 p.m. PST will be completed the next business day.
 - IV. Transactional information for your accounts will be available from Online Banking for a maximum of three statement cycles from the date of inquiry.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Digital Banking. We also reserve the right to modify the scope of the service at any time.

We may offer additional Digital Banking services and features in the future. Any such added Digital Banking services and features will be governed by this agreement and by any terms and conditions provided to you at the time the new Digital Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Digital Banking services we offer without notice, except as may be required by law.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. The credit union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

Use of Service

You agree to accept responsibility for learning how to use Digital Banking in accordance with the instructions and agree that you will contact us directly if you have any problems with Digital Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Digital Banking as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service or your device. You will not hold the Credit Union liable for any incompatibility of the Software with your mobile device or for any loss or damage to any mobile device, which may be caused by the Software or the installation process.

Termination or Discontinuation

Termination of Digital Banking by you is done by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

Other Agreements

You agree that, when you use Digital Banking, you remain subject to the terms and conditions of your existing agreements the credit union except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this agreement 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 (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this service is also subject to the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. You should review the account disclosures carefully, as they may include transaction limitations and fees, which might apply to your use of Digital Banking.

Address Changes

You agree to promptly notify OCCU, in writing, of any address change.

Permitted Digital Banking Transfers

Transactions in Digital Banking are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. You may transfer or withdrawal up to the available balance in your account 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. We may process transfers that exceed your available balance at our discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the security limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

Liability

Tell us AT ONCE if you believe your account information and/or PASSWORD have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit). If you believe your account

information and/or PASSWORD has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft of your account information and/or PASSWORD, and we can prove we could have stopped someone from using your account and/or PASSWORD without your permission if you had told us, you lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

Errors and Questions

Telephone us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. Your name and account number
2. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information.
3. The dollar amount of the suspected error
4. The date of occurrence.

Data Recording

When you access Digital Banking to conduct transactions, the information you enter may be recorded. By using Digital Banking, you consent to such recording.

No Signature Required

When using Digital Banking to conduct transactions, you agree that the Financial Institution may debit your account to complete the transactions, or honor debits you have not signed.

Disclosure of Account Information to Third Parties

1. When it is necessary to complete the transfers;
2. In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency or court orders; or
4. If you give us written permission

Charges

You will not be charged for the "view accounts", or "transfer funds" features of Our Community Credit Union's Digital Banking. NOTE: Your accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Deposit Agreement and Loan Agreement.

You represent and agree to the following by enrolling for Digital Banking or by using the included services:

Account Ownership/Accurate Information

You represent that you are the legal owner of the accounts and other financial information which may be accessed via Digital Banking. You represent and agree that all information you provide to us in connection with Digital Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Digital Banking. You agree not to misrepresent your identity or

your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Digital Banking.

User Security

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Digital Banking. You agree not to leave your Device unattended while logged into Digital Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Digital Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

User Conduct

You agree not to use Digital Banking or the content or information delivered through Digital Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of 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 Digital Banking 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 Digital Banking; (i) interfere with or disrupt the use of Digital Banking by any other user; or (j) use Digital Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale

You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Digital Banking or resell, lease, rent or distribute access to Digital Banking.

Availability

We make no representation that any content or use of Digital Banking is available for use in any location in the United States or outside of the United States.

Limitations and Warranty Disclaimers

No Waiver

OCCU shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by OCCU. No delay or omission on the part of OCCU in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any to the provisions of this Agreement.

Governing Law

This Agreement shall be governed by the laws of the jurisdiction in which the Financial Institution is located and by applicable Federal laws and regulations.

Federal Disclosure

You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.

We and our service providers disclaim all warranties relating to Digital Banking or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including,

without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised of, or had reason to know of, the possibility of such damages.

Alterations and Amendments

The terms of the Agreement, applicable fees, and service charges may be altered or amended by Our Community Credit Union from time to time. In such event, Our Community Credit Union shall send notice to you either at your address as it appears on Our Community Credit Union's records or by online notice through Digital Banking. Any continuation of Digital Banking after Our Community Credit Union sends you a notice of Change will continue your agreement to such change(s). Further, Our Community Credit Union may, from time to time, revise or update the OCCU program, services, and/or related material(s) rendering such prior version obsolete. Consequently, OCCU reserves the right to terminate this Agreement as to all such prior versions of the OCCU programs, services, and/or related material(s) and limit access to OCCU's more recent versions and updates.

Send Money powered by PayPal™ (when available)

You can send money from your Our Community Credit Union (OCCU) account to another person through OCCU's Mobile banking. The service is powered by PayPal; you just have to specify the recipient's email address or cell phone number. To receive money, your recipient must have (or open a new) PayPal account. There is a limit of \$1,000 per day and \$10,000 per month for outgoing Send Money transactions. There is a fee for Send Money transaction. Please refer to the OCCU Fee Schedule for the amount. The fee will be deducted from the same account on which the transfer takes place. If sufficient funds to cover the fee are not available in the account on which the transfer takes place, the transaction will not be completed. Your recipient has 30 days to claim the money. After 30 days, the money is returned to your OCCU account; the fee is not refunded.