

# GreenState Credit Union

## Online Banking Member Agreement

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### I. Introduction

1. This Agreement, for accessing your GreenState Credit Union accounts through our Online Banking service, along with our General Schedule of Fees or, for business accounts, our Related Business Services Business Checking Fees (collectively, the "Agreement"), explains the terms and conditions governing our Online Banking. Please read this Agreement carefully and note that different provisions will apply based on whether you are using Online Banking to access personal or business accounts. Also, different fees will apply based on whether you enrolled in Online Banking as a consumer or as a business account. By enrolling, electronically or otherwise, and by using Online Banking, you agree to be bound by the terms and conditions of this Agreement. This Agreement also contains important information regarding what you should do if you believe that an unauthorized person has gained access to your account(s) or an error has occurred. Keep this Agreement for future reference. This Agreement will be governed by the laws and regulations of the State of Iowa and the United States, as amended from time to time.

2. Each of your deposit accounts at GreenState Credit Union is also governed by a Deposit Account Agreement and Disclosure which includes an Account Agreement, Funds Availability Disclosure, Electronic Fund Transfer Disclosure, W-9 instructions and General Schedule of Fees. The Deposit Account Agreement and Disclosures also apply to any electronic fund transfers made to or from your accounts by use of Online Banking. This Agreement will control in the event of any conflict between the Account Disclosures and this Agreement.

3. Throughout this Agreement, the following terms will have the meanings set forth below:

- "access" refers to the ability to obtain account information, electronic messages, transfer funds between accounts, as described further in this Agreement.
- "Online Banking" means GreenState Credit Union Online Banking by Web service which includes: Online Banking, Online Bill Pay; Mobile Banking; and such other computer-based banking services that GreenState Credit Union may make available from time to time.
- "GreenState Credit Union Banking" means the ability through Online Banking to access transaction information on Eligible Accounts through Online Banking and transfer funds among those accounts.
- "GreenState Credit Union Online Bill Pay or Bill Payment" means the ability to perform payments to third parties from your designated account through instructions entered into Online Banking.
- "Bill Pay Account" means your designated GreenState Credit Union checking account from which bill payments will be made.
- "business account" means any GreenState Credit Union deposit account that is not being used for personal, family, or household purposes.
- "business member" means the owner of a business account.
- "business day" means Monday through Friday, excluding Saturday, Sunday and banking holidays set forth under the laws of the United States.
- "consumer" means the owner of a personal account.

- "ET" means Eastern Time.
- "CT" means Central Time.
- "personal account" means any GreenState Credit Union deposit account or loan that is used for personal, family, or household purposes.
- "Password" means the confidential personal identification number or other confidential code selected by you for identification purposes in connection with the use of Online Banking.
- "Bank," "we" and "us" refer to GreenState Credit Union.
- "Service Fee Account" means the GreenState Credit Union account(s) you have designated to be charged for all fees and charges associated with Online Banking and Bill Paying.
- "transaction" means any electronic banking transaction, including a deposit, withdrawal or bill payment made electronically.
- "you," "your" and "yours" refer to each consumer or business member who has enrolled in Online Banking and/or Bill Paying.
- "Bill Pay Agent" refers to our Bill Pay Processor used to support the Bill Pay function.

## II. Accessing Your GreenState Credit Union Accounts Through Online Banking

You can access the following GreenState Credit Union accounts through Online Banking: Eligible Account Types include Checking Account, Statement Savings, Money Market, Certificate of Deposit, Consumer Loans, Residential Mortgage Loans. Note: GreenState Credit Union may from time to time amend this list of eligible accounts.

**Notes to consumers accessing personal accounts:** By enrolling in Online Banking you will be given access to all GreenState Credit Union accounts of which you are an owner (including joint accounts) and which are considered Eligible Accounts. You will also be given the ability to transfer funds between those Eligible Accounts except for Certificates of Deposit. Accounts requiring two signatures, or more are not accessible through Online Banking.

**Notes to business members accessing business accounts:** By enrolling in Online Banking you will be given access to all GreenState Credit Union accounts of which you are an owner, and which are considered Eligible Accounts. You will also be given the ability to transfer funds between those Eligible Accounts except for Certificates of Deposit. If your account(s) require two or more signatures to conduct a transaction, by accepting the terms of this agreement, you hereby waive that requirement for Online Transactions only.

### External Account Transfer - Posting Time

Within Online Banking, you have the option of participating in the External Account Transfer Service which allows you to transfer funds between your linked accounts at GreenState Credit Union and certain accounts owned by you or someone else at other financial institutions using an account number and financial institution identifier. An inbound transfer moves funds into an account you own at GreenState Credit Union from an account you own outside GreenState Credit Union. An outbound transfer moves funds from an account you own at GreenState Credit Union to an account outside GreenState Credit Union that is owned by you or someone else. Transfers involving external accounts may take 2-3 business days to process.

You agree that in order to facilitate these External Account Transfers the GreenState Credit Union must initiate withdrawals and deposit transactions on an account you own at GreenState Credit Union and on an account, you own outside GreenState Credit Union, including initial Micro Deposits and corresponding Debits resulting in a net zero-dollar amount in order verify your account ownership.

### Internal Account Transfers - Posting Time

Within Online Banking, you have the option of participating in the Internal Account Transfer Service which allows you to transfer funds between your accounts within GreenState Credit Union. Transfers between two GreenState Credit Union share accounts will be effective dated the same day in which they are initiated.

Transfers made between a GreenState Credit Union share:

- And a Commercial Loan which is received before 7:00 p.m. CT on business days will be effective dated the same day in which they are initiated
- And a Commercial Loan which is received after 7:00 p.m. CT on business days will be effective dated the next business day
- And a Commercial Loan which is received on a non-business day will be effective dated the next business day
- And all other loans will be effective dated the same day in which they are initiated.

Transfer fees, miscellaneous fees, and Expedited Charges may be applied to outbound transfers per GreenState Credit Union Terms & Conditions and Fee Schedule. You may also incur fees at your other financial institution that are not the responsibility of or charged by GreenState Credit Union.

### Online Banking Access for Joint Account Holders or Authorized Users

As the primary user, you are considered the administrator who is responsible for managing your Online Banking profile. As administrator you will be granted access to all of the enrolled online banking accounts and services. You, the administrator, at his or her sole discretion, can create and authorize other individuals to act as a user of the primary user's Online Banking by adding authorized users from within the administrator's online banking profile. The administrator can add, delete or change the access authorities for a user including the accounts and services they

are allowed to access and the dollar amount of the transactions they are allowed to process. Designating an authorized user provides access to Online Banking only and does not change ownership or provide authorization to these users to transact on your behalf in any other manner (i.e. at a branch location). By granting an individual access to your accounts as an authorized user with a user ID and password you expressly agree to take responsibility for all activity initiated by those individuals, including the ability of an authorized user to create additional authorized users. In effect, you have authorized each transaction to take place as though you yourself have completed them and GreenState Credit Union will not be held liable for individual user actions.

### III. Website Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THIS WEBSITE. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY GREENSTATE CREDIT UNION.

#### **NO WARRANTY**

THE INFORMATION AND MATERIALS CONTAINED IN THIS SITE, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS - ARE PROVIDED "AS IS," "AS AVAILABLE". GREENSTATE CREDIT UNION DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS IS GIVEN IN CONJUNCTION WITH THE INFORMATION AND MATERIALS.

#### **LIMITATION OF LIABILITY**

IN NO EVENT WILL GREENSTATE CREDIT UNION BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THIS SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF GreenState Credit Union, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. HYPERLINKS TO OTHER INTERNET RESOURCES ARE AT YOUR OWN RISK; THE CONTENT, ACCURACY, OPINIONS EXPRESSED, AND OTHER LINKS PROVIDED BY THESE RESOURCES ARE NOT INVESTIGATED, VERIFIED, MONITORED, OR ENDORSED BY GreenState Credit Union.

### IV. Online Banking/Bill Pay/Mobile Remote Deposit Capture Terms and Conditions

General Online Banking Terms and Conditions For all Members. This section applies to members accessing their personal or business accounts.

1. Fees: There are no fees to use the GreenState Credit Union Online Banking or Bill Pay services. If you wish to close any Checking Account which is acting as your Bill Pay Account, you must notify us prior to such closing and identify a new Checking Account which is to serve as your Bill Payment Account for Online Banking. Failure to notify us may result in the termination of Online Banking, and you agree that we may charge any account you have with GreenState Credit Union for the amount of any outstanding charges you owe.

2. How to Contact Us: Call the Online Banking Representative at 1-800-397-3790. Use of Electronic Messages Sending electronic messages through Online Banking is a way to communicate with the GreenState Credit Union, as required elsewhere in this Agreement. However, there may be times when you need to speak with someone immediately (especially to report a lost or stolen password). Also, it is important to remember that you cannot use an electronic message through Online Banking to either transfer funds between accounts or to conduct transactions, such as paying bills. To accomplish these activities, please follow the appropriate instructions provided by Online Banking. By enrolling in Online Banking, you agree that we may communicate with you through your Online Banking electronic message address for the purpose of sending you notices of any changes in terms to this Agreement or for providing you such other disclosures or notices as may be required by applicable laws or regulations.

3. Addition of New Services: GreenState Credit Union may, from time to time, introduce new online services. We may notify you of the existence of these new services when they become available and, if you choose to make use of any new service, you agree to be bound by any terms and conditions regarding the new services that we may send to you.

4. Cancellation and Reinstatement of Online Banking: If you wish to cancel Online Banking and/or Online Bill Pay, you may send us an electronic message, call us, or send us cancellation instructions in writing to GreenState Credit Union. In order to reinstate your Online Banking service, access Online Banking by Web by accepting our Member Agreement and authorization instructions for activating Online Banking, as well as, completing the Online Banking Application your service will be activated. If you do not access your GreenState Credit Union accounts via Online Banking for any six (6) month period, for your protection, we reserve the right to disconnect your service.

5. Limitations, Priority and Performance of Transactions: Any one Bill Pay item cannot be for an amount greater than \$10,000. We may, from time to time, limit the type, number and dollar amounts of any checks, drafts, withdrawals, or transfers made by use of Online Banking, notwithstanding the amount in your accounts. Limits on the number of transactions that you may perform on your GreenState Credit Union accounts are described in the applicable Account Agreement for such accounts. 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 is removed. If you schedule an Online Banking transaction to occur on a non-business day, we reserve the right to debit funds from your applicable Eligible Account on the first

business day following the transfer date or Bill Pay pay date. If there are not sufficient funds or available funds on the effective date of the transfer, we may not complete the transfer and a service charge and/or late charge may be assessed to the account(s).

6. Termination, Amendment and Assignment: We reserve the right to terminate or amend this Agreement, or your access to Online Banking, at any time with any notice as may be required by law. You agree that any required notice may be sent to you electronically at your Online Banking electronic message address. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

7. Recording of Information and Disclosure to Third Parties: The collection of personal information online is designed to protect access to your personal accounts and to assist the GreenState Credit Union in providing you with the products and services you want and need. All personal information collected and stored by the credit union is used for specific business purposes to protect and administer your personal accounts and transactions, to comply with state and federal banking regulations, and to help the credit union better understand your financial needs in order to design or improve our products and services. Employing stringent security measures in the collection of your personal information, all GreenState Credit Union online account applications are submitted to the GreenState Credit Union secure administration site through an encrypted direct line to the credit union. Once received by the credit union, only approved personnel may open and process the application. Furthermore, auditing mechanisms have been put into place to further protect your information by identifying which employee(s) has accessed and in any way modified, updated, or added to your personal information. When visiting our Web site to read or download information, we do not collect information about you, but we do collect and store information about your Internet connection and the date and time of your visit. Specifically, we record:

- The name of the domain from which you access the Internet (for example, aol.com, if you are connecting from an America Online account, or uiowa.edu, if you are connecting from University of Iowa's domain).
- The Internet address of the Web site from which you linked directly to our site, if any (for example, www.ncua.gov, if you are following a link from the NCUA Web site, or www.yahoo.com, if you are using the Yahoo search engine).
- The type of web browsing software you are using to view our site.
- The date and time you accessed our site.
- The pages from where you entered and exited our site.

The information and electronic messages you enter through Online Banking may be recorded. We may disclose information about your Eligible Accounts, or the transfers, transactions, or payments you perform, to third parties and you hereby authorize those third parties to disclose similar information to us:

- where it is necessary for completing transfers or transactions; or
- in order to verify the existence and condition of your account for a third party such as, for example, a credit bureau, a merchant, another financial institution; or
- in order to comply with government agency or court orders, or investigations or examinations by our GreenState Credit Union regulators; or
- in the investigation or prosecution of alleged fraudulent activity concerning your accounts; or
- if you give us your permission; or
- as may be otherwise authorized in other agreements with us.

#### **Online Banking Terms and Conditions For Personal Accounts**

In

accordance with the terms of this Agreement, we will accept instructions from any person using your Log in ID and Security Code (referred to as "password") to conduct Online Banking transactions.

You will be given the ability to select a Password that will give you access to Online Banking. You alone will have the ability to change your Password and we recommend that you change your Password regularly. GreenState Credit Union is entitled to act on instructions received under your Password and you agree that the use of your Password will have the same effect as your signature authorizing any transaction. For security purposes, we recommend that you memorize your Password and do not write it down. You are responsible for keeping your Password, account numbers, and other account data confidential. Where you have authorized any other person to use your Password in any manner, your authorization shall be unlimited in amount and manner.

#### **Your Liability for Unauthorized Transfers/Transactions**

It is imperative that you tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning is the best way of limiting your possible losses. You could lose all the money in the accounts to which you have access through Online Banking, plus your maximum overdraft line of credit or the balance in any other account connected to your account for overdraft protection. If you tell us within two business days that someone has used your Password without your permission, you can lose no more than \$50.00.

If you do NOT tell us within two business days after you learn of the loss or theft of your Password and we can prove we could have stopped someone from accessing your account(s) without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows electronic transfers or transactions that you did not make, tell us at once. If you do not tell us within 60 calendar 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt.

GreenState is not responsible for and will not investigate or refund money for transactions that you authorize and initiate, even if you were fraudulently induced to make the payment or made the payment by mistake.

#### **In case of errors or questions about your electronic transfers**

Contact GreenState Credit Union if you think that your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days (5 Business Days for MasterCard Debit point-of-sale transactions processed by MasterCard and 20 Business Days if the transaction involved a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transaction involved a new Account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 Business Days (5 Business Days for MasterCard Debit point-of-sale transactions processed by MasterCard and 20 Business Days if the transfer involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account. Your Account is considered a new Account for the first 30 days after the first deposit is made, unless each of you already has an established Account with us before this Account is opened. We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents are available.

#### **Documentation of Transfers/Transactions**

We will send you or electronically store periodic statements in accordance with the applicable account agreements.

#### **Our Responsibility to Consumers**

If we do not complete a transfer or transaction according to the terms and conditions of this agreement, we will complete the transfer or transaction, without charging you any additional fee unless:

- If, through no fault of ours, you do not have enough money in your account to make the transfer or complete the transaction;
- If the transfer or transaction will go over the credit limit on your overdraft line, if you have one;
- If the transfer or transaction will exceed the transaction limitations on your checking, statement savings or money market account;
- If our systems were not working properly and you knew about the breakdown when you started the transfer or transaction;
- If circumstances beyond our control (such as interruption in services provided to us by a third party, or, telephone service, telecommunications facilities, fire or flood) prevent the transfer or transaction, despite reasonable precautions that we have taken;
- If the transfer or transaction cannot be made because of legal restrictions affecting your account;
- If you have not provided us with complete and correct payment information, including but not limited to name, address, account number and payment amount for a merchant/payee;
- If you have not properly followed the instructions for operating Online Banking (including the scheduling of payments or transfers); and,
- if your operating system was not functioning properly.

In addition, you agree that we will not be responsible for delays caused by mail service or the negligence or willful misconduct of yourself or others. Our sole responsibility for an error in a transfer or transaction will be to correct the error, but in no case shall we be liable for any indirect, special or consequential, economic or other damages, including interest or late payment charges assessed by a merchant or a termination of service caused by a delay in a merchant's receiving the transfer or transaction.

#### **GreenState Credit Union Online Bill Pay**

The Bill Pay service permits you to use your Internet-enabled device to direct payments from your selected online Bill Pay Account to third parties you wish to pay. We have contracted with our Bill Pay Agent to perform these payments for you. Any questions regarding payments, payees, or difficulties using Bill Pay should be directed to our Bill Pay support at (866) 841-1316. Your Bill Pay Account must be a GreenState Credit Union checking account. Through the Bill Pay service, you can pay bills from your Bill Pay Account to businesses or individuals.

All payments you make will be deducted from the account that you designate as your Bill Pay Account for the Bill Pay service. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the continental United States. Any one Bill Pay item cannot be for an amount greater than \$100,000. Daily limits may not exceed \$100,000. We reserve the right to restrict types of payees to whom payments may be made using the Bill Pay service from time to time. You should not use the Bill Pay service to make payments to settle securities purchases, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Pay Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or federal holiday), funds must be available in your Bill Pay Account the following business day (e.g., Monday). After funds are withdrawn from your Bill Pay Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, bi-weekly or monthly intervals (a "recurring payment"). If a recurring payment is chosen, the bill will be paid automatically each billing period provided sufficient funds are available. If the payment is not a recurring payment, it will be a "one-time" payment. One-time payments do not recur and are not made until you enter the payee and amount of the current bill and submit the payment. You may change payments that are recurring payments; however, you must allow at least three (3) business days after we receive any change to information you have given us about a payee to reflect the change in our records.

When you create a new payee in the Bill Pay service, it has a temporary status until we have had sufficient time to set up the account, and for your business payees, verify information about your account. You should schedule a payment to a new payee at least seven (7) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee. For all subsequent payments, you agree to allow up to five (5) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, a representative from our Bill Pay Agent will work with the payee on your behalf to attempt to have any late fees or charges reversed.

If you are assessed a fee due to a late or missed payment and you believe the fee assessment is an error, you must contact Bill Pay support at (866) 841-1316.

Once Bill Pay support has been contacted, they will determine if you followed the proper Bill Pay procedures and will credit your checking account for the full amount of late charges assessed by the payee **AND** send a written statement to the payee explaining that you are not at fault for the late or missed payment.

If it is determined that you did not follow the proper Bill Pay procedures, you will be responsible for any fees assessed by the payee.

GreenState Credit Union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. GreenState Credit Union will not be liable in any way for damages you incur if you do not have sufficient available funds in your Bill Pay Account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of GreenState Credit Union.

If the session during which you schedule a payment ends by 9:00 p.m. (CT) on a business day, GreenState Credit Union will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the service, the time recorded by the Online Banking service controls will be considered to be the official time of the entry.

You will be liable to the Bill Pay Agent and to GreenState Credit Union for the full amount of any bill payments made on your behalf. No further bill payments will be allowed until this indebtedness to either GreenState Credit Union or the Bill Pay Agent is paid. You will also be responsible for any insufficient/uncollected fund charges.

#### **Expedited Payments**

Expedited Bill Pay allows you (the "User") to make an expedited payment to a payee. Depending on the recipient, payments may either be a same day electronic payment, or a check sent overnight to the payee. If the payment cannot be expedited (cannot arrive to the payee more quickly than a standard payment would) it will not be displayed, and the service will not be offered on that payment. The Expedited Payment Service is a transaction-based service. Fee amount differs depending on type of method used to initiate the Expedited Payment. Please refer to the GreenState Credit Union Fee Schedule, found under Terms and Conditions at [www.GreenStateCU.org](http://www.GreenStateCU.org). There are no monthly or recurring fees associated with the service.

If the payment is received later than the delivery date specified at the time the payment was scheduled, the user is eligible for a refund of the convenience fee. However, late fees charged by the payee are not the responsibility of **GreenState Credit Union** and will not be refunded. All other conditions applicable to the **GreenState Credit Union** Pay Anyone Bill Pay Service apply to Expedited Bill Pay transactions except for those situations where the Expedited Bill Pay terms and conditions are in conflict. In those situations, the **GreenState Credit Union** Expedited

Bill Pay terms and conditions take precedence.

**Limitations of expedited payment:**

- Expedited Electronic Payments are available for a limited number of payees. Availability of Expedited Payment options will be limited based on biller capabilities, time of day, payment delivery mechanisms and other factors.
- Expedited Payments will be unavailable for delivery to PO Box addresses or locations in AK, HI, or any foreign or U.S. territory outside of the contiguous 48 states and District of Columbia.
- The User is solely responsible for entering and verifying any address for overnight check payments to ensure it is correct and is specified as a valid overnight package address by the biller.
- Due to the inherent need to expedite the payment, payment instructions will be processed and completed immediately upon submission of a request from a User. The User will not have the ability to edit or cancel the payment instruction after he has confirmed the payment request.

**Ownership**

The Service is protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

**Your Information And Account Data With Us**

You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service or any services provided in connection with it, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service or any services provided in connection with it (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service or any services provided in connection with it and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, e-mail and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service or any services provided in connection with it (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third-party vendors permission to use, Licensee Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our members. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

**MOBILE REMOTE DEPOSIT CAPTURE TERMS AND CONDITIONS**

**Service Definitions**

"Business Day" is every Monday through Friday, Central Time, excluding Federal Reserve holidays. "Service" refers to GreenState Credit Union Mobile Remote Deposit Capture Service.

**Use of Service**

These Services allow you to deposit checks into eligible GreenState Credit Union accounts from a remote location by scanning the items with a TWAIN compliant flatbed scanner or with a compatible mobile device which then delivers the images and associated deposit information to GreenState Credit Union electronically. You may use this Service only in accordance with this Agreement. In order to use this Service, you must obtain and maintain, at your expense, compatible hardware. We are not responsible for the functionality or maintenance of any third-party hardware or software you may need to use the Service.

**Agreement Acceptance**

The acceptance of this Agreement and use of the Service means you agree to all terms and conditions in this Agreement. Please read this Agreement carefully and keep a copy for your records.

**Eligibility and Qualification Requirements**

To qualify for this Service, you must meet eligibility criteria as dictated by us, including having all accounts in good standing.

**Eligible Accounts**

- a. All checking and savings accounts are eligible for this Service except CDs and IRAs.

**Limitations of Service**

When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event this Service is not available to you, you acknowledge that you can deposit your check at a branch office location, through a participating ATM / ITM, or by mail.

**Charges or Fees**

GreenState Credit Union does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on GreenState Credit Union's current Fee Schedule for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn, and you will be responsible for payment. You agree that GreenState Credit Union may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at GreenState Credit Union, including but not limited to account servicing and collection purposes.

**Eligible Items**

You agree to scan and deposit only "checks" of which are defined as a negotiable demand draft drawn on or payable through or at an office of a bank.

**Ineligible Items**

You agree that you will not use this Service to scan and deposit any ineligible items including but not limited to the following:

- a. Checks or items payable to any person or entity other than you
- b. Post-dated checks
- c. Checks or items containing an obvious alteration to any of the fields on the front of the check or item which you know or suspect or should know or suspect to be fraudulent.
- d. Checks or items drawn or issued by you or any other party on any of your GreenState Credit Union accounts
- e. Checks or items not payable in United States currency
- f. Items drawn on financial institutions located outside the United States
- g. Items previously converted to a substitute check
- h. Consumer loans, credit card, and mortgage payments
- i. IRA and Share Certificate deposits
- j. Money orders and travelers checks
- k. Starter or counter checks
- l. American Express Gift Checks
- m. Savings bonds
- n. Checks that require authorization
- o. State-issued registered warrants
- p. Checks from another financial institution to a closed account
- q. In-store rebates
- r. Direct deposit pay stubs

**Image Quality**

The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by ANSI, clearing house, association, or any other regulatory agency.

**Endorsement Requirements**

You agree to endorse all items prior to deposit with your signature and write "For Mobile Deposit at GreenState CU" under your signature. GreenState Credit Union reserves the right to reject all items that are not endorsed as specified.

**Deposit Limits**

When using the Service to deposit funds, the number of deposits you can make is limited to five (5) deposits per day / twenty (20) deposits per month, with the aggregate amount of deposits not to exceed \$10,000 per day / \$20,000 per month. You must receive a Deposit Approval Notification by 3:00 P.M. (CT) for a deposit to be considered that day.

**Receipt of Items**

We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely. An image is considered received when we transmit to you a Deposit Received Notification. However, such notification does not mean that the transmission was without error. Once an item is reviewed and approved, you will receive a Deposit Approved Notification.

### **Provisional Credit and Availability of Funds**

Below is our general funds availability policy for this service:

If you receive a Deposit Approval Notification on Monday-Friday between 9:00 A.M. - 5:00 P.M. (CT) or Saturday 9:00 A.M. to 12:00 P.M. (CT)

- Up to \$1,000 of the check will be available that day if you meet certain business requirements;
- Deposits in the amount of \$1,000 up to \$10,000 will be available two business days from the day of approval.

Credit given for the item is provisional and subject to final approval of the item. Funds you deposit may be delayed for a longer period of time only in the event when we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdraw funds because we believe the check is uncollectable and we will tell you when funds will be available. You agree to receive all notifications regarding your use of this Service, including but not limited to exception notices. With respect to each item you send to GreenState Credit Union for deposit, you indemnify and reimburse GreenState Credit Union for and hold GreenState Credit Union harmless from and against any and all losses, costs, and expenses.

### **Method of Presentment**

The manner in which items are cleared, presented for payment, and collected shall be in GreenState Credit Union's sole discretion.

### **Retention and Disposal of Items**

You agree to retain each item no fewer than two business days after your funds have been posted to your account. Upon receipt of these funds, you agree to mark the items prominently as "VOID" and to dispose of the item(s) in a way that prevents representing for payment. You agree to store each retained item in a secured locked container until such proper disposal is performed. You will promptly provide any retained item to GreenState Credit Union as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

### **Errors or Discrepancies**

Notify GreenState Credit Union at 1-800-397-3790 as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent, you may not be compensated for any losses.

### **Security Requirements**

To prevent unauthorized usage of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Service. By securing these devices, we specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device from theft or unauthorized use. Additionally, GreenState Credit Union may also request additional information from you.

### **Authorized Users**

If you have designated an authorized user on your Account Access, your Authorized User will also have online access to the Remote Deposit Service. You and your Authorized User(s) are equally responsible for adhering to all items disclosed in this Agreement. Authorized Users will not have the ability to use the Mobile Deposit Service.

### **Disclaimer of Warranties**

GreenState Credit Union's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by GreenState Credit Union and its licensors "as is" and on an "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether expressed or implied, including but not limited to the implied warranties of merchantability for a particular purpose. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results that may be obtained from the service will be accurate or reliable, and (iv) that any errors in the services or technology will be corrected.

### **Limitation of Liability**

GreenState Credit Union's liability for errors or omissions with respect to the data transmitted or printed by GreenState Credit Union will be limited to correcting the errors or omissions.

### **User Warranties and Indemnification**

You make the following warranties and indemnifications with respect to each image of an original check you transmit utilizing the Service:

- a. You will only transmit eligible items that are properly endorsed.

- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or re-present the original item once it has been scanned and sent through this Service, unless specifically requested to do so by GreenState Credit Union.
- e. All information you provide to GreenState Credit Union is accurate and true.
- f. GreenState Credit Union will not sustain a loss because you have deposited an image.
- g. You will comply with this Agreement and all applicable rules, laws, and regulations.
- h. Items you transmit do not contain viruses.

You agree to indemnify and hold harmless GreenState Credit Union from any loss for breach of the warranty provision.

#### **Change in Terms**

GreenState Credit Union reserves the right to change the terms and conditions of this Service or terminate this Agreement without notice at its discretion.

#### **Governing Law**

This Agreement supplements the terms of your Membership Agreement and Disclosures. Together they constitute the entire Agreement between you and GreenState Credit Union with respect to the services. You may not assign this Agreement. Unauthorized use of this Service is strictly prohibited.

### **V. BUSINESS ONLINE BANKING SERVICES**

This Section sets forth the terms and conditions for the use of the Business Online Banking Services ("Online Banking" or "Online Banking Services") offered by the GreenState Credit Union. The member should read this Section carefully and keep a copy of it with their Account records. By accessing Online Banking, or allowing others to access Online Banking, the Member accepts and agrees to the terms and conditions of this Section as may be in effect from time to time.

#### **Member Acknowledgement**

**BY LOGGING INTO GREENSTATE CREDIT UNION'S ONLINE BANKING SYSTEM, I CONFIRM THAT I HAVE READ AND AGREE TO ALL OF THE TERMS SET FORTH IN EACH CASH MANAGEMENT SERVICES AGREEMENT APPLICABLE TO MY ACCOUNTS. I FURTHER CONFIRM THAT OUR USE OF THE SERVICES AND CONTENT IS ENTIRELY AT OUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GREENSTATE CREDIT UNION, AND ITS THIRD PARTY SERVICE OR DATA PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY REFERRED TO AS, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. GREENSTATE CREDIT UNION AND ITS SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER. GREENSTATE CREDIT UNION AND ITS SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW.**

#### **Limitations**

Your use of Online Banking is subject to the following limitations:

A. You are not permitted in any statement cycle to make more than six transfers or withdrawals from a savings or money market Account to another Account you have with us or to a third party by means of preauthorized or automatic transfers, or by means of telephonic (including data transmission) agreement, order or instruction, or by means of personal computer (including Online Banking and Bill Pay services). Reminder: Each Bill Pay transaction transmitted from a money market Account or other limited transaction Account will count toward such Account's transaction limitation during the statement period. In any event, we may not permit bill payments to be made from limited transaction Accounts.

B. For security reasons, we may from time to time impose other limits or restrictions on the number and dollar amount or types of transfers or transactions that you can make using Online Banking. Also, there may be additional limitations described throughout this Section, and your ability to initiate transactions may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by law. You agree to abide by and be bound by applicable limitations.

### Access

To access Online Banking, you must have at least one Account at the GreenState Credit Union, access to Internet service, and an email address. Once we have received your signed Enrollment Form, and verified your Account information, we will send you, either by email or by postal mail, confirmation of our acceptance of your enrollment. We will call you with your assigned user name and temporary Password. Online Banking can be used to access only the Accounts which you have designated for access through Online Banking in your Enrollment Form. Access to your Accounts through Online Banking will be based upon the identification of users and authority levels specified by you in your Enrollment Form. **YOU ARE RESPONSIBLE FOR MAINTAINING ALL INTERNET CONNECTIONS, BROWSERS, HARDWARE AND SOFTWARE THAT ARE NECESSARY TO ACCESS THE SERVICES DESCRIBED IN THIS SECTION. THE COMPUTER AND THE RELATED EQUIPMENT YOU USE TO ACCESS THE SERVICES ARE REFERRED TO COLLECTIVELY AS THE "COMPUTER." WE UNDERTAKE NO OBLIGATION TO MONITOR TRANSACTIONS THROUGH ONLINE BANKING TO DETERMINE THAT THEY ARE MADE ON BEHALF OF THE MEMBER.**

### Online Banking Services

You can access Online Banking to check the balance of your Accounts, view Account histories, transfer funds between your Accounts, make stop payment requests, and view statements. If you have requested Bill Pay services on your Enrollment Form, you may pay bills from your Accounts in the amounts and on the dates you request.

### Hours of Access

You can access Online Banking seven days a week, twenty-four hours a day, although some or all Online Banking services may not be available occasionally due to emergency or scheduled system maintenance. We will make an effort to post notice of any extended periods of non-availability at [www.GreenStateCU.org](http://www.GreenStateCU.org).

### Security

**YOU ACKNOWLEDGE THE IMPORTANCE OF YOUR ROLE IN PREVENTING MISUSE OF YOUR ACCOUNTS THROUGH ONLINE BANKING. YOU AGREE TO PROMPTLY EXAMINE YOUR PERIODIC STATEMENT FOR EACH OF YOUR ACCOUNTS AS SOON AS YOU RECEIVE IT. YOU AGREE TO PROTECT THE CONFIDENTIALITY OF YOUR ACCOUNT, ACCOUNT NUMBER, AND YOUR PERSONAL IDENTIFICATION INFORMATION, SUCH AS YOUR DRIVER'S LICENSE NUMBER AND SOCIAL SECURITY NUMBER. YOU ACKNOWLEDGE THAT PERSONAL IDENTIFICATION INFORMATION BY ITSELF, OR TOGETHER WITH INFORMATION RELATED TO YOUR ACCOUNT, MAY ALLOW UNAUTHORIZED ACCESS TO YOUR ACCOUNT. YOUR PASSWORD AND LOGIN ID ARE INTENDED TO PROVIDE SECURITY AGAINST UNAUTHORIZED ENTRY AND ACCESS TO YOUR ACCOUNTS. IN AN EFFORT TO PROVIDE TRANSMISSION SECURITY, DATA TRANSFERRED VIA ONLINE BANKING IS ENCRYPTED AND ONLINE BANKING UTILIZES IDENTIFICATION TECHNOLOGY TO VERIFY THAT THE SENDER AND RECEIVER OF ONLINE BANKING TRANSMISSIONS CAN BE APPROPRIATELY IDENTIFIED BY EACH OTHER. NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT ONLINE BANKING IS SECURE, YOU ACKNOWLEDGE THAT THE INTERNET IS INHERENTLY INSECURE AND THAT ALL DATA TRANSFERS, INCLUDING ELECTRONIC MAIL, OCCUR OPENLY ON THE INTERNET AND POTENTIALLY CAN BE MONITORED AND READ BY OTHERS. WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS UTILIZING ONLINE BANKING, OR E-MAIL TRANSMITTED TO AND FROM US, WILL NOT BE MONITORED OR READ BY OTHERS. IF YOU ARE SENDING US ACCOUNT INFORMATION OR REFER TO YOUR ACCOUNT, ALWAYS USE ONLY THE LAST FOUR DIGITS OF YOUR ACCOUNT NUMBER.**

**A. Authorization.** You agree that the methods and procedures for the authorization and authentication of Online Banking transactions described in and contemplated by this Section constitute commercially reasonable security procedures under applicable law. Subject to the requirements of applicable law and other express terms and provisions of this Section, you are responsible for all Online Banking transactions initiated or made through Online Banking. Without limiting the scope of the preceding sentence, if you allow any other person to use your Password or Online Banking, you will have authorized that person to access your Accounts and you are responsible for all transactions that person initiates or authorizes in connection with your Accounts. You agree to notify us immediately if you believe that your Password has been lost or stolen or that any Account has been or may be accessed without your authorization. Telephoning is the best method for limiting your potential losses. You agree to take any reasonable actions requested by us to prevent unauthorized transactions to your Accounts.

**B. Your Password.** For security purposes, you are required to change your Password upon your initial login to Online Banking. You determine what Password you will use. The identity of your Password is not known to us. You agree that we are authorized to act on instructions received under your Password. You accept responsibility for the confidentiality and security of your Password and agree to change your Password regularly. Upon three unsuccessful attempts to use your Password, your access to Online Banking will be revoked. To re-establish your authorization to access Online Banking, you must contact us to have your Password reset or to obtain a new temporary Password.

If the confidentiality of your user name or Password is, or you believe may be, compromised, you agree to notify us immediately. In the event your user name or Password is compromised you may be required to establish a new one. You must take every precaution to ensure the safety, security and integrity of your Accounts and transactions with the Services. Your user name and Password allow access to your Accounts and the Services provided for herein; providing these to another person shall constitute a grant of authority to access your Accounts for all purposes, including, without limitation, access under the Electronic Fund Transfer Act and Regulation E, as applicable. Such authorization shall continue until you have notified us that such person is not authorized to act with regard to your Accounts and the Services.

We recommend that you create a Password that utilizes numeric and alphanumeric characters for purposes of security. Your Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

**C. Computer of mobile device specifications.** In order to use Online Banking, your COMPUTER OR MOBILE DEVICE must meet current minimum technical specifications. Technical requirements and specifications regarding the use of Online Banking may be described elsewhere in this Section. We do not guarantee the compatibility of Online Banking with all modem types, computer systems, internet browsers, hardware and/or software.

**D. Equipment.** You are responsible for obtaining and properly installing and maintaining all telephone equipment and services, internet connection services, computer hardware and software, and any and all necessary upgrades thereto, and other equipment necessary for you to access and use Online Banking Services. We are not responsible for any computer viruses, problems or malfunctions resulting from any computer viruses, or related problems that may be associated with the use of an online system. We recommend that you routinely update your anti-virus software, apply all security patches for your operating system, and install a firewall on your COMPUTER OR MOBILE DEVICE. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software on your COMPUTER OR MOBILE DEVICE.

**E. Transaction Authorization; Protecting Your Password.** You authorize us to follow any instructions entered through Online Banking using your Password - notwithstanding any dual or multiple signature requirement identified on the signature card or other documents relating to your Accounts. You authorize us to initiate any reversing entry or reversing file, and to debit your Accounts maintained at the GreenState Credit Union, or elsewhere, in order to correct any mistaken credit entry. Your obligation to pay the amount of the transaction or transfer is not excused in such circumstances. You agree and intend that the authorization of transactions through Online Banking shall be considered the same as your written signature in authorizing us to perform any action relating to the transactions requested. You also agree that use of your Password is the agreed security procedure to access Online Banking and that such security procedure is commercially reasonable.

You agree to keep your Password confidential, to prevent unauthorized access to your Accounts, and to prevent unauthorized use of Online Banking. You agree not to give your Password or make it available to any person or entity who is not authorized to access your Accounts for the purpose of performing the transactions contemplated by Online Banking or who intends or may use Online Banking for the purpose of accessing and compiling Account data for such person's or entity's own commercial gain. You should change your Password frequently. You should avoid using your ATM, debit card, or credit card personal identification number (PIN) as your permanent Password.

If your access to Online Banking is blocked or if you forget your Password, you may contact us at 1-800-397-3790 or you may also reset your password in the designated section on our website. We may issue you a new Password, although it may not be available for use of Online Banking for several days.

**F. Protecting Your Personal Information.** In addition to protecting your Password and other 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 other Account information may allow unauthorized access to your Accounts. It is your responsibility to treat personal information with the same level of care as your Account information. You are also responsible for protecting and securing all information and data stored in your COMPUTER OR MOBILE DEVICE's hard drive.

**G. Your Email Address.** You agree to keep your e-mail address that you have provided to us for use in connection with Online Banking, as well as your mailing address, current and updated with us at all times. To notify us of an e-mail or mailing address change, please call us at 1-800-397-3790 during our normal business hours. You also may update your e-mail address in the Online Banking section of our website. Except to the extent otherwise required by applicable law or regulation, you agree that we are under no obligation to re-send, re-transmit, or otherwise deliver to you any Online Banking notifications or information that we have transmitted to your e-mail address and that has been returned "undeliverable" or otherwise rejected for delivery.

**Electronic Messaging and E-mail.** Conventional e-mail is not a secure method of communication over the Internet, and we recommend that you not send confidential or privileged information, such as Account numbers and financial information, to us by conventional e-mail. The Message function in Online Banking is a secure method of communication which allows messages to be sent and received within the Online Banking application. An electronic message sent by you will not be immediately received by us. No action will be made on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. You cannot use conventional e-mail or Message Center to make a bill payment, Account inquiry, or Electronic Funds Transfer. There may be other limitations to your use of electronic messaging from time to time in effect. To the extent you elect to communicate with us using e-mail, the following provisions apply to those communications:

- You agree and acknowledge that the information communicated via e-mail to or from us may include information regarding any or all of the services we feel may be of added interest to you.
- You acknowledge that you have been advised and understand the risks of using e-mail with respect to the communication

of information regarding Online Banking and that we are unable to guarantee the authenticity, privacy or accuracy of information received or sent by e-mail or to monitor the authorization of persons using your e-mail address to send or receive information.

- You acknowledge that you will always refer to or use only the last four digits of your Account number in any e-mail or other non-secure method of communication with GreenState Credit Union.
- In the event you receive information from us via e-mail that you believe is intended for another recipient, you agree to immediately return the information to us and to thereafter delete the information from your computer system. You shall not use the information for any personal or commercial purposes.
- You agree that certain information communicated from us to you may be confidential in nature as a communication between you and us.
- You agree to maintain the confidentiality of the information and to refrain from sharing the information with any other person or entity or from using the information for any purpose that is not related to Online Banking or your financial relationship with us.
- In the event that you believe that an unauthorized person has gained access to your computer system, you agree to immediately notify us so that we can cease communication of information to you via e-mail until you and we take measures agreed to jointly to protect your financial information.
- Having acknowledged the risks associated with communicating financial information via e-mail, you (a) agree that we have no obligation to monitor or investigate the use of your computer system or the source of any communication received from you bearing your e-mail address, (b) release us from any claim or liability arising from or in connection with any communications sent or received using e-mail, and (c) agree to indemnify and hold us harmless from all claims, losses, expenses, or liability arising in any way out of or connected in any way with the use of e-mail as contemplated by this Section.
- To the extent any other agreement between you and us requires you to deliver written notice to a particular address regarding any matter, you agree that these provisions regarding the use of e-mail do not displace or modify any such requirement for a written notice, and you agree to comply with any requirement for a written notice without reference to these provisions regarding the use of e-mail.

#### **Fees and Charges**

You agree to pay the Service Fees and charges for your access of Online Banking Services as set forth in the then current Fee Schedule, which may be amended by us from time to time. You agree that all such fees and charges will be deducted from the checking Account designated as the Payment Account on your Enrollment Form. If you close your Payment Account, you must contact us immediately to designate another Account as your Payment Account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Section. If you do not have sufficient funds in your Account(s) on the date a fee or charge is payable, you authorize the GreenState Credit Union to automatically deduct the payment from your Payment Account as soon as funds are available, or from other Accounts you maintain at the GreenState Credit Union accessible by Online Banking.

#### **Overdrafts & Order of Payment**

If your account has insufficient funds to perform all Electronic Fund Transfers you have requested for a given Business Day, then:

- Electronic fund transfers involving currency disbursements, like ATM withdrawals, will have priority;
- Electronic fund transfers initiated through Online Banking which would result in an overdraft of your Account may, at our discretion, be cancelled;
- In the event the electronic fund transfers initiated through Online Banking which would result in an overdraft of your Account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that Account.

#### **Internet Bill Pay Banking**

(See section "GreenState Credit Union Online Bill Pay" for information on Bill Pay)

#### **Stop payment requests**

You may initiate stop-payment requests online via Online Banking only for paper checks you have written (non-electronically) on your Accounts. Online stop-payment requests are processed at 9:00 a.m. on the Business Day following the date the stop payment has been requested online. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of paper writing and get it to us within fourteen (14) days after you call. You will incur stop-payment charges as disclosed in the current Fee Schedule for the applicable Account.

#### **Disclosure of Account information and transfers**

You understand that information about your Accounts or the transfers you make may be disclosed to others as explained in the separate Privacy Policy of the GreenState Credit Union. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your Accounts to persons or companies we believe 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, we routinely inform credit bureaus when Accounts are closed because they were not handled properly. We may also seek information about

you from others, such as the credit bureau, in connection with the opening or maintaining of your Account or in connection with approving your access to Online Banking. You agree and hereby authorize all of these transfers of information.

#### **Periodic Statements**

You will not receive a separate Online Banking statement. Transfers to and from your Accounts using Online Banking will appear on the respective monthly periodic statements for your Accounts.

#### **Specials provisions for non-members**

The terms and provisions of this section apply to a non-member user of Online Banking

**A. Transmission of Information; Unauthorized Use.** You agree that we may transmit confidential information, including (without limitation) Password confirmations, to the current address shown in our records for any of your Accounts, or to the e-mail address you have provided in connection with your use of Online Banking, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business. In addition to any other security precautions set forth in this Section, you agree to keep your Password secure and strictly confidential. By using Online Banking (or permitting others to use Online Banking) you acknowledge and agree that this Section and any other related agreements with us set forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any and all transactions performed through Online Banking, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized transaction or inquiry with respect to your Account(s) made through Online Banking.

**B. Examining Records and Reporting Discrepancies.** You agree to examine your periodic Account statements promptly, and to promptly and regularly review transaction information available through Online Banking, and to notify us immediately of any discrepancy between the statements or Online Banking information and your other Account records. You should notify us of discrepancies. You agree that in no event will we be liable to you under this agreement in performing, failing to perform, or erroneously performing the transactions described in this Section. You also agree that in no event will we be liable for special, indirect, consequential damages, or for any other damages whatsoever, including but not limited to, lost profits or attorneys' fees.

**C. Consumer Protection Inapplicable.** You acknowledge, represent and warrant that all Accounts that can be accessed under this Section are not Accounts established primarily for personal, family or household purposes and that your use of Online Banking is not primarily for personal, family or household purposes. Accordingly, the provisions of the Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 et seq.), Federal Reserve Regulation E, as amended (12 C.F.R. 205), and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer Accounts do not apply to any Online Banking transactions affecting your Accounts.

**D. Limitations and Restrictions; Disclosure of Account Information.** You agree that we, in our discretion, may impose limitations and restrictions on the number, frequency, and dollar amount of Online Banking transactions, as well as restrictions on the types of available transactions, with or without notice to you. In addition, you agree to comply with any limitations or restrictions that otherwise apply to your Accounts. You agree that we may disclose any information about your Accounts to third parties as we deem necessary or convenient for the processing of Online Banking transactions.

#### **Electronic funds transfer disclosure to consumers**

**THE DISCLOSURES AND TERMS IN SCHEDULE A ARE APPLICABLE TO YOU ONLY TO THE EXTENT THAT YOUR USE OF THE SERVICE AND/OR YOUR APPLICABLE SERVICE ACCOUNTS ARE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD USE. SUCH DISCLOSURES AND TERMS DO NOT APPLY TO YOU TO THE EXTENT YOUR USE OF THE SERVICE IS FOR NON-CONSUMER PURPOSES.**

#### **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

**WE WILL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES SPECIFICALLY DESCRIBED IN THIS SECTION. YOU AGREE THAT OUR STANDARD OF CARE IS MET BY PAYING ITEMS IN ACCORDANCE WITH THE PROVISIONS HEREOF. WE WILL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS BY YOU, INCLUDING WITHOUT LIMITATION THE AMOUNT, ACCURACY, TIMELINESS OF DELIVERY OR YOUR AUTHORIZATION OF ANY ITEM OR INSTRUCTION RECEIVED, OR ANY ACT OR OMISSION OF ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION ANY TRANSMISSION OR COMMUNICATIONS FACILITY AND/OR DATA PROCESSOR OF YOURS, AND NO SUCH PERSON WILL BE DEEMED TO BE OUR AGENT FOR ANY PURPOSE. WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO YOU UNDER THIS SECTION. WE DO NOT AND CANNOT WARRANT THAT THE ONLINE BANKING SYSTEM WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR FAILURES FROM ANY MALFUNCTION OF YOUR COMPUTER OR ANY SOFTWARE NOR ARE WE RESPONSIBLE FOR ANY ELECTRONIC VIRUS, VIRUSES, WORMS OR SIMILAR SOFTWARE THAT YOU MAY ENCOUNTER. IN ADDITION, YOU ARE SOLELY RESPONSIBLE FOR INSTALLING APPROPRIATE SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANTI-VIRUS AND ANTISPYWARE SOFTWARE, AS WELL AS FIREWALL(S) ON YOUR COMPUTER HARDWARE TO PREVENT KEY LOGGING AND/OR OTHER INTRUSIONS THAT MAY ALLOW A THIRD PARTY TO UNLAWFULLY VIEW ACTIVITY ON YOUR COMPUTER. GREENSTATE CREDIT UNION HAS NO LIABILITY TO YOU FOR ANY DAMAGE OR OTHER LOSS, DIRECT OR CONSEQUENTIAL, WHICH YOU MAY SUFFER OR INCUR BY REASON**

OF YOUR USE OF YOUR COMPUTER OR THE SOFTWARE. FURTHERMORE, THE GREENSTATE CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE COMPUTER, ANY RELATED SOFTWARE OR YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY FAILURE TO ACT OR DELAY IN ACTING IF SUCH FAILURE IS CAUSED BY LEGAL CONSTRAINT, THE INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, COMPUTER MALFUNCTION OR EQUIPMENT FAILURE, WAR, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL. IN ADDITION, WE SHALL BE EXCUSED FROM DELAY OR FAILURE TO TRANSMIT AN ENTRY IF SUCH TRANSMISSION WOULD RESULT IN OUR HAVING VIOLATED ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE OR ANY RULE OR REGULATION OF ANY OTHER GOVERNMENTAL REGULATORY AUTHORITY. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS SECTION OR BY REASON OF YOUR USE OF OR ACCESS TO BILL PAY, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY. FURTHER, WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL OUR LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH THIS AGREEMENT DURING ANY SIX (6) MONTH PERIOD. YOU ACKNOWLEDGE THAT EACH PROVISION IN THIS AGREEMENT, WHETHER OR NOT BOLD- FACED OR OTHERWISE HIGHLIGHTED, IS CONSPICUOUS AND HAS BEEN CONSIDERED TO YOUR SATISFACTION.

#### **Termination**

You may cancel your Online Banking service at any time by providing us with written notice. Your access to Online Banking will be suspended within three Business Days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. You agree that we can terminate or limit your access to Online Banking Services for any of the following reasons:

- Without prior notice, if you have insufficient funds in anyone of your Accounts, Online Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits;
- Upon three (3) Business Days' notice, if you do not contact us to designate a new Payment Account immediately after you close your Payment Account; or
- Upon reasonable notice, for any other reason in our sole discretion.

Member acknowledges access to certain proprietary information regarding the GreenState Credit Union's Security Procedures, and the services contemplated by this Section. Member shall not disclose any such proprietary information of the GreenState Credit Union and shall use such proprietary information only in connection with the transactions contemplated by this Section.