



## RIVERMARK COMMUNITY CREDIT UNION ONLINE BANKING AGREEMENT

This Agreement is the contract which covers your and our rights and responsibilities concerning Online Banking services ("Online Banking").

In this Agreement, the words "you" and "yours" mean those who are owners of the account or an authorized user. The words "we," "us," "our", "Credit Union" and "Rivermark" mean Rivermark Community Credit Union. The word "account" means any one or more share or loan accounts you have with the Credit Union. "Services" means any online services used by you in connection with this Agreement, including services added by a service addendum for Bill Pay, eStatements or future online banking services that the credit union may offer.

By registering for Online Banking and optional services available through Online Banking, you agree to the following terms governing your and our rights and responsibilities concerning Online Banking Services. The terms of this agreement are binding on all owners, joint owners and authorized users.

In addition to this agreement, Consumer Member's transactions within the online banking platform are also governed by our Membership and Account Agreement, Funds Availability Policy Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Policy and any applicable Truth-in-Savings or loan agreement covering any of the accounts you access on line now or in the future. Business Member's transactions shall be governed by the Business/Organization Membership and Account Agreement, Business Service Pricing Schedule and Business Account Fee Schedule.

We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

1. Online Banking Services. Upon approval, you may use your computer or device to access your accounts. You must use your username and password to access your accounts. Online Banking is generally available seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's Online Banking may not be available due to system maintenance. We will try to place a notice on our main web page to advise you when the site is unavailable due to maintenance.

You will need a computer, connection to the Internet and one of the following web browsers to access Online Banking: You must use a supported browser. The Credit Union supports the two most recent versions of the following browsers: Google Chrome; Mozilla Firefox; Microsoft Edge; or Apple Safari. You can log into online banking from the home page of our website [www.rivermarkcu.org](http://www.rivermarkcu.org). You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failures involving any Internet connection or your computer. At the present time, you may use Online Banking to:

Transfer funds between your savings, checking, money market and loan accounts • Transfer funds to accounts of other members and persons using the Electronic Transfer service • Initiate transfers to and from other financial institutions • Access your credit card or line of credit account up to the credit limit • Make loan payments from your savings, checking and money market accounts • Obtain account balance and transaction history on your savings, checking, money market, certificate and IRA accounts • Obtain information on your loan account balance, transaction history, payment due dates, loan payoff amounts and finance charges • Access copies of cleared checks and Mobile Deposits • Make online Bill Payments from your checking account using the Bill Pay service • Request payments to Rivermark loans or to fund deposit accounts from your external Debit Card • Name your account or loan • Manage your Certificate of Deposit maturity options • Open a new account online • Add a joint owner online;

We may add or discontinue specific Online Banking services from time to time. For some changes you may be asked to reaccept the terms of this Online Banking Agreement.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement, Truth in Savings Disclosure and Fee Schedule and transactions involving a line of credit or loan account will be subject to your Loan Agreement and Disclosures, as applicable.

2. Bill Pay Services. From the Online Banking platform, you will be able to request access to our Bill Payment

Service. If approved, you will be able to use Bill Payment to set up monthly or one-time payments from your Rivermark checking account to merchants, utilities, other financial institutions and individuals with a mailing address within the United States. We reserve the right to not allow the designation of a particular merchant or institution.

You will be responsible for any Bill Payment set up using your online credentials. If you opt to use the Bill Payment service, you will need to agree to a separate agreement covering that service.

3. Online Banking Limitations. The following limitations on Online Banking transactions may apply:

**Transfers.** You may make funds transfers between your enrolled accounts, to other member accounts or to enrolled accounts you have with other financial institutions as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit 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.

**Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions, debit card transactions, and our Funds Availability Policy.

**Messages.** The Credit Union may not immediately receive e-mail communications or other service requests that you send through the Online Banking platform and the Credit Union will not take action based on e-mail or other service requests until the Credit Union actually receives your message or request and has a reasonable opportunity to act. Some service requests, such as stop payments, may be time sensitive. If you have a time-sensitive service request you should call the Credit Union directly at 503-626-6600 or 800- 452-8502 rather than submitting the request online.

**Unauthorized Transactions.** Contact the Credit Union immediately at 503-626-6600 or 800- 452-8502 to report unauthorized transactions.

4. Security of User Credentials.

a. **Initial Access.** You will need to register in order to access Online Banking. During the registration process you will create a username, password and be asked to register your computer. You should not register your computer if it is a public computer or will be used by persons not on your account. We will also ask you to provide at least one telephone contact (cell or landline) for us to contact if you log into online banking from an unregistered computer. After registration, you may change your password at any time by updating your User Profile. After initial registration, you will be periodically required to change your password; however, you may change it more frequently.

b. **Keeping User Credentials Secure.** The username, password and computer registration are your "online credentials". Your online credentials are confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping of these items and you agree not to disclose or otherwise make your online credentials available to anyone.

c. **Responsibility for Transactions performed by Authorized Users.** If you violate the above prohibition and share your online credentials with anyone and that person accesses your accounts using Online Banking, the credit union shall consider their access and any transaction or activity they perform while in Online Banking as authorized by you. You acknowledge that any person using your online credentials will be able to view all of your account information and make account transactions, including transactions initiated through Bill Payment, ACH and wire transfer. They will also be able to make changes to your profile, such as changing your password and email address. Further, if you authorize anyone to use your Online Banking in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your online credentials. The credit union shall be entitled to act on any transaction instructions received using your online credentials and you agree that use of your online credentials will have the same effect as your signature authorizing the transactions. If you fail to maintain the security of your online credentials or if you authorize another person to use your online credentials and, as a result, the credit union suffers a loss, we may terminate your online banking access, you're other electronic services with us or your membership.

5. Joint Owners and Authorized Users.

a. **Joint Owners.** If any of your accounts are joint accounts, each joint account owner may request and, if approved, will be provided separate Online Banking credentials. The Credit Union is under no obligation to notify other account owners regarding a request by a joint owner for separate Online Banking credentials. Alone and together, each joint

owner shall be responsible for all transaction performed in Online Banking. The Credit Union is entitled to act on transaction instructions received using any joint account owner's credentials.

b. Authorized Users on Business Accounts. If you are a business member, you may request Online Banking access for an authorized user listed on your business account card. Any authorized user permitted to transact on your accounts and loans using Online Banking must agree to be bound by the terms of this agreement and all other agreements covering your accounts and loans with the credit union.

Authorized users on Business Accounts will be given their own log in credentials. Although authorized users on business accounts will have their own log in credentials, the business member will be responsible for any transaction performed by the authorized user. You acknowledge that the credit union cannot limit the access of the authorized user and that the authorized users authority to transact or make changes within Online Banking will be considered unlimited in amount and manner and will remain in effect until you specifically revoke such authority by notifying the Credit Union and giving us a reasonable opportunity to take action. The credit union has the right to rely and act on any transaction instructions received using your online credentials or the online credentials of any authorized user and you agree that use of your online credentials or an authorized users online credentials will have the same effect as your signature authorizing the transactions.

6. Security. Online Banking Security and Limitations. Our Online Banking platform may only be accessed using a secure login page using your online banking credentials. Once in Online Banking, the credit union employs SSL (secure socket layer) encryption technology to help keep our platform secure. Your computer must support 128 bit encryption to access the Online Banking site. Data transmitted via Online Banking is encrypted in an effort to provide transmission security. We may notify you from time to time regarding additional security features added to Online Banking. While the Credit Union employs security measures to keep our Online Banking platform secure, we do not warrant that all your transfers or communications will be secure.

Your Responsibilities for Online Banking Security. You must keep your online credentials secure and confidential to prevent their misuse and protect against unauthorized access to your account. You agree to examine your statements promptly and to notify the credit union of any errors. See Section 14 for Consumer Members and Section 16 for Business members below for Error Notice and Information Requests.

It is your responsibility to install virus protection software on your computer and keep it current. In addition, we strongly recommend you do the following:

- Install a firewall and keep it current;
- Keep your user ID and password secure;
- Use strong passwords and change them regularly;
- Never leave your computer unattended while logged into online banking;
- Never access your financial information online from a public access point;
- Be careful opening emails with attachments and links;
- Be careful of what you download;
- Do not enter information into pop ups asking for information;
- Do not send personal, identifying information, such as account and social security numbers using an unsecured email or portal; and
- Monitor your accounts regularly and report any unauthorized transactions immediately.

Business members are strongly urged to use a dedicated workstation for online banking, limit staff with online banking access and reconcile accounts daily.

7. Business Days. Our business days are Monday through Friday (excluding Holidays), 8:30 a.m. to 5:30 p.m. Pacific time. Transactions performed after normal business hours will be posted the following business day.

8. Fees and Charges. There is no charge for using Online Banking or Bill Payment services, although the Credit Union reserves the right to charge for one or more of these services in the future.

9. Right to Receive Statements. Transfers and withdrawals transacted through Online Banking will be recorded on your periodic statement. You will receive a statement monthly for each month that electronic transfers are processed on your account. If you only have a savings account and did not request or process any Electronic Funds Transfers, you will receive a statement quarterly.

10. Disclosure of Account Information to Third Parties. We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy. A copy of our privacy policy is posted on our website at

www.rivermarkcu.org. We will disclose information to third parties about your accounts or transactions you make only if one or more of the following apply:

- It is necessary to complete a transaction;
- To verify the existence and condition of your account to a third party such as a credit bureau or merchant;
- To comply with a government agency or court order;
- If you give us permission. We may request such permission be in writing;
- It involves a claim by or against us concerning a deposit to or withdrawal from your account; or
- Where otherwise required or permitted under state or federal laws and/or regulations.

11. Information Collected while Using the Application. While using Zelle®, to use the QR Code feature, with your prior permission, Zelle® may collect or access pictures and other information from your device's Contacts to retrieve phone numbers and email addresses, Camera to scan a QR code, and Photos to store your QR Code. Any information collected is used to provide features of the Zelle® service and/or to improve and customize the user experience. Information may be uploaded and retained on Zelle servers.

You can enable or disable access to this information at any time, through your device settings.

12. Limitation of Liability for Failure for Online Banking Services. If we do not properly complete a transaction, including a Bill Payment Transaction, according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- If you used the wrong online credential or you have not properly followed any applicable computer, or Credit Union user instructions for making transfers and bill payment transactions.
- If your computer fails or malfunctions or Online Banking was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (e.g. fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular creditor and a fee, penalty, or interest is assessed against you.
- If your loss is caused by your or another financial institution's negligence.
- Other exceptions as may be established by the Credit Union.

You agree that the Credit Union and any of our service providers we use to provide Online Banking services will not be liable for any direct, indirect, special or consequential economic or other damages arising in any way out of your use of the Online Banking service. While the Credit Union employs security measures to keep our Online Banking platform secure, we do not warrant that all your transfers or communications will be secure. The Credit Union's actions or inactions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

13. Indemnification. You acknowledge and agree that you are personally responsible for your conduct while using Online Banking Services, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless the Credit Union and any of our service providers we use to provide Online Banking services from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

14. Consumer Members Only - Unauthorized Access.

Notify us immediately if your card or access device, including online credentials have been compromised, lost, stolen or used without your authorization. Notifying us is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line, if any). If you tell us within two (2) business days you can lose no more than \$50 if someone used your card or your access device without your permission. If you do

NOT tell us within two (2) business days after you learn of the loss or theft of your card or access device, and we can prove we could have stopped someone from accessing your account in Online Banking without your permission, you could lose as much as \$500.

Also, if your statement (either mailed or provided electronically) shows transfers that you did not make, including those made using Online Banking, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your online credentials have been stolen or you believe someone has or may transfer money from your account without your permission, call us immediately at 503-626-6600 or 800-452-8502.

Or write to:

Rivermark Community Credit Union  
14405 Meyers Rd  
Oregon City, OR 97045

#### 15. Consumer Members Only - Errors Notices and Information Requests.

In case of errors or questions about an Online Banking transfer from your savings or checking account or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

Call us at 503-626-6600 or 800-452-8502

Or write to:

Rivermark Community Credit Union  
14405 Meyers Rd  
Oregon City, OR 97045

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain as clearly as you can why you believe the credit union has made 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 ten (10) business days (20 business days for new accounts). We will tell you the results of our investigation within ten (10) business days (20 business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90 days for new accounts) to investigate your complaint or questions. If we decide to do this, we will provisionally credit your account within ten (10) business days (20 business days for new accounts) 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 ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days of completing our investigation. If we decide that there was no error we will send you a written explanation. You may ask for copies of the documents we used in our investigation. A new account is an account in which the first deposit occurred within 30 days of the notice of error.

16. Business Members Only – Notice of Unauthorized Transactions, Error Notices and Information Requests. You are responsible for all transfers made using Online Banking. If your online credentials have been compromised, lost, stolen or used without your authorization you should notify us at once to keep your possible losses down. You could lose all the money in your account (plus your maximum overdraft line, if any). It would be best to call us at 503-626-6600 or 800-452-8502. You may write to us as well. Any written notice you give us is effective when it is actually received by the credit union.

17. Termination of Online Banking Services. You may terminate your Online Banking services at any time by contacting the credit union during normal business hours. Rivermark may terminate your Online Banking services at

any time without notice if you, a joint owner or any authorized user breaches this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or online credentials or if we believe you have failed to keep your online credentials secure. You will be responsible for all transactions set up in Online Banking prior to the termination of services.

Additionally, to protect unattended Online Banking profiles from unauthorized access, we will disable log in access after 90-days of inactivity. To regain access, contact the credit union. After 6-months of inactivity, Rivermark will delete an inactive profile, and to regain access you will need to re-register. Account history and eStatements will be available immediately upon re-registration. Activity includes logging in or scheduled transfers and payments within Online Banking. Activity does not include viewing the Snapshot feature pre-login.

18. Changes to the Service. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will provide notice as required by law. Your continued use of the service will constitute your acceptance of such changes. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

19. Governing Law, Assignment and Enforcement. The Agreement shall be governed by and construed in accordance with the laws of the state of Oregon. You agree that any legal dispute shall be heard in Multnomah County, Oregon. You may not assign this agreement to a third party. The credit union may assign or delegate, in part or whole, to any third party. Except where prohibited by law or regulation, you are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under the Agreement or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceeding and any post judgment collection actions.