

Online Banking Disclosure and Agreement

This Online Banking Disclosure and Agreement is amended from time to time ("Agreement") sets forth the terms and conditions governing the use of Progressions Credit Union's Online Banking electronic services. Disclosure information that applies to Online Banking services offered by Progressions Credit Union is given below.

Please read this Agreement completely and retain it with your personal records. By using, or allowing another person to use, Online Banking services offered by Progressions Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the terms "you" and "your(s)" refer to the member (if this is a joint account, singular pronouns shall include each of you), and the terms "we", "us", "our(s)", and "Credit Union" refer to Progressions Credit Union. This Agreement contains the disclosures required by the Electronic Funds Transfer Act.

Electronic Disclosure of Online Banking Disclosure and Agreement.

By accessing the Online Banking services, you acknowledge electronic receipt of the Credit Union's Online Banking Disclosure and Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (nonelectronic) copy of this Agreement unless you specifically request it.

Mobile Banking Disclosure and Agreement

Your enrollment in Online Banking ("SmartLink") automatically enrolls you in Mobile Banking ("SmartMobile"). Mobile Banking enables you to access certain features and functionality of Online Banking, by use of an electronic device, such as mobile telephones or tablet devices. Mobile Banking requires you to have a mobile device with internet capability. There are no fees associated with being enrolled in Mobile Banking. You may, however, incur charges from your telecommunications carrier when sending or receiving messages to your wireless device. You may also incur charges to receive internet service on your mobile device. Progressions Credit Union will not be responsible for any such charges that you may incur.

Information you provide in connection with Mobile Banking will be stored on Progressions Credit unions secure servers and protected by advanced encryption techniques. As with all electronic banking, security is contingent upon your responsible behavior in protecting your User ID and Password and your mobile device. You should avoid conducting any mobile banking transaction in view of others and should never abandon your device before your transaction is completed.

eAlerts and eNotices Disclosure and Agreement

Your enrollment in Online Banking ("SmartLink") will allow you to receive transaction alerts and notifications electronically ("eAlerts" and "eNotices"). eAlerts are electronic notices from us and contain transactional information about your Progressions Credit

Union account(s) you have designated. For example, eAlerts may include information about the receipt of a payroll deposit, or other credit to an account, about withdrawals that exceed a certain dollar amount, just to name a few. eAlerts are set up by you using Online Banking ("SmartLink").

eNotices are electronic notices from us regarding your Progressions Credit Union account(s) and contain information and notices in an electronic format such as overdraft, collection, and certificate maturity notices.

By subscribing to the eAlerts and eNotices feature, you acknowledge and agree that:

- 1. eAlerts and eNotices are provided solely as a convenience;
- 2. eAlerts and eNotices are not a substitute for periodic statements for your designated accounts or any other notices we may send you about your designated accounts, without regard to the manner in which you have chosen to receive such periodic statements or other notices;
- 3. Such periodic statements and other notices remain the official records of your designated accounts; and
- 4. Your ongoing obligation promptly to review periodic statements, notices and all other correspondence from us regarding your designated accounts and other services you obtain from us remains in full force and effect.

You agree to provide us a valid mobile phone number or email address so that we may send you alerts. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising in any manner from your providing us a phone number, email address, or other electronic delivery location that is not your own or that you provide in violation of a applicable federal, state or local law, regulation or ordinance. You obligations under this paragraph shall survive termination of this agreement.

We may provide eAlerts and eNotices through one or more of:

- 1. A cellular telephone, by text message,
- 2. A text or Web enabled mobile device, or
- 3. An email account.

It is your responsibility to determine that each of the service providers for the communication media described in 1) through 3), above supports the email and/or text message eAlerts and eNotices. You agree that the eAlerts and eNotices are subject to the terms and conditions of your agreements with your service provider(s) and that you are solely responsible for any fees imposed for eAlerts and eNotices by your service providers. By electing eAlerts and eNotices delivery to a web-enabled mobile or cellular device, you agree to receive eAlerts and eNotices through that device. Message and data rates may be imposed by your service provider. The frequency of eALerts and eNotices delivered to your mobile phone or cellular device depends upon the frequency of events triggering requested types of eAlerts and also to eNotices generated by Progressions Credit Union.

You acknowledge and agree that:

- 1. eAlerts and eNotices may not be encrypted and may include personal or confidential information about you and your transactions, such as your name and account activity or status;
- Your eAlerts and eNotices may be delayed, misdirected, not delivered, or corrupted due to circumstances or conditions affecting your service providers or other parties; and
- 3. We will not be liable for losses or damages arising from:
 - a. Any non-delivery, delayed delivery, misdirected delivery, or corruption of an eAlert or eNotice.,
 - b. Inaccurate, untimely or incomplete content in an eAlert or eNotice,
 - c. Your reliance on or use of the information provided in an eAlert or eNotice for any purpose, or
 - d. Any other circumstances beyond our control.

Who is Bound by This Agreement

Each person ("signer") who completes the online Application and/or enters their PIN (Personal Identification Number) or signs the Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the Application, enters their PIN, or completes the online Application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. By accessing the system, or authorizing anyone else to access the system, and/or by signing the Application, you agree to be bound by the terms and conditions of the Agreement.

Right to Receive Documentation of Transactions

You will receive a monthly account statement for each month in which there are transactions or activity on your account. In any case, you will receive a quarterly statement.

Your Liability for Lost, Stolen, or Unauthorized Transactions

Tell us AT ONCE if you believe your PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit, if applicable. Progressions must hear from you no later than sixty (60) days after Progressions sent the first statement on which the problem or error appeared. Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If you have authorized someone else to use the PIN, you are responsible for all transactions that person(s) initiates at any time, even if the amount or transactions exceed what you may have authorized.

How to Notify the Credit Union in the Event of an Unauthorized Transaction

If you believe your PIN has been lost or stolen or someone has transferred or may transfer money from your account without your permission, call us at (509)535-0191 or contact us at 2919 East Mission Ave. Spokane, WA 99202-3691.

Business Days

For purposes of these disclosures, our lobby hours are Monday - Friday 9 am to 5 pm. Drive up hours:

- Monday Thursday: 9 am 5:30 pm
- Friday: 8 am to 6 pm

Personal Identification Number (PIN) and Personal Security Code

Your accounts can only be accessed through Online Banking by the use of an access device with the PIN. Initially, your PIN must be given to you by Progressions Credit Union personal. If you forget your PIN, contact the Credit Union and we will issued you a new one. You are responsible for maintaining the confidentiality of your PIN. The PIN should be memorized and not written, in order to prevent unauthorized use and so you may report its loss or theft accordingly. You agree that you will not use or allow anyone else to use your PIN for any transaction that is illegal under applicable federal, state, or local law.

Our Liability for Failure to Make Transfers

If we do not complete a transaction to or from your accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- Your PIN has been entered incorrectly;
- Through no fault of ours, you do not have enough money in your account to make the transaction;
- The transaction would go over the credit limit on your credit line;
- The network system was not working properly and you were aware of the malfunction when you started the transaction;
- Circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transactions despite reasonable precautions that we have taken;
- The money in your account is subject to an uncollected funds hold, legal process, or any other encumbrance or agreement restricting a transaction;
- The failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.
- There may be other exceptions not specifically mentioned above.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

• When it is necessary to complete the transaction;

- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders or other legal process;
- To any subsidiary or affiliate; or
- If you give us your prior oral or written permission.

Address Change

You are required to keep the Credit Union informed of your current address to ensure correct mailing of monthly statements.

Change in Terms

If the credit union changes a term or condition originally disclosed to the member in a way that restricts the EFT services available, increases fees or charges, increases the member's liability, or places stricter limits on the dollar amount or frequency of transfers permitted, then the credit union must mail or deliver to the member a written notice of the change at least 21 days before the change becomes effective. The credit union need not give prior notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an EFT system. For example, if a credit union determines that a security risk exists and must therefore restrict a member's ATM access to his or her accounts. If, however, the change is made permanent, subsequent notice must be given, unless continued secrecy is essential to maintain the security of the system. For example, the credit union need not notify the member that certain limitations will not be in effect during periods when the system is offline.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

Termination

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of Online Banking with or without cause. We may do so immediately if:

- You or any authorized user of your account breaches this or any other agreement with the Credit Union (includes account abuse or overdrafts);
- We have reason to believe that there has been or might be an unauthorized use of your account; or you or any authorized user of your account requests that we do so.

Collection Costs

You agree to pay the Credit Union our reasonable expenses, including court costs and attorney's fees, for enforcing our rights under this Agreement.

Additional Benefit Enhancements

From time to time, the Credit Union may offer additional services to you in connection with your accounts. Some services may be provided at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

Reservation of Rights

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

Other Agreements

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

Severability

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (509)535-0191 or write to us at 2919 East Mission Ave. Spokane, WA 99202-3691 as soon as possible, if you think 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 sixty (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 ten (10) business days. We will tell you the results of our investigation within 10* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. 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. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation.

* If you assert an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

** If you give notice of an error within 30 days after you make the first deposit to your account, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

Transactions Available

You may use Online Banking to perform the following transactions:

- Obtain account balances, dividends and available histories; obtain loan balances, next payment due date, scheduled payment amount, payoff amount, and available histories;
- Obtain clearance of specific checks within the history period available;
- Transfer funds between your savings, checking, and club accounts;
- Make loan payments.

eStatements

By submitting this request, you authorize the credit union to discontinue sending statements via postal mail service and begin sending your statement information electronically. There may be a fee associated with the reinstatement of paper statements. You will be notified by email each time that a new statement becomes available for your inspection. It is your responsibility to access the statement. You can gain access to your account statements by using any type of computer connected to the internet. You will need a printer if you want to create a paper copy of your statement. By requesting to receive your statements electronically you are telling the credit union that you have printing capabilities.

You may opt-out of eStatements at any time by contacting us at 509-535-0191 or by email at <u>info@progressionscu.org</u>.