## **Online Banking Access Disclosure**

#### I. Introduction

## II. Accessing Your KeyPoint Credit Union Accounts through Online Banking

- A. Requirements
- B. Fees
- C. New Services
- D. Available Services
- E. Loan Information
- F. Log In

## **III. Terms and Conditions**

- A. Your Online Password
- B. Account Designation
- C. Cancellation of Online Banking Access
- D. Our Liability
- E. Overdrafts: Order of Payments, Transfers, Other Withdrawals
- F. Online Banking Availability
- G. Transfer Limits

## **IV. Bill Pay Services**

- A. Introduction
- B. Bill Pay Definitions
- C. Payment Scheduling
- D. The Service Guarantee
- E. Payment Authorization and Payment Remittance
- F. Payment Limitations
- G. Changing or Cancelling Payment Instructions
- H. Stop Payment Requests
- I. Prohibited and Exception Payments
- J. Bill Delivery and Presentment
- K. Failed or Returned Transactions
- L. Biller Limitations
- M. Returned Payments
- N. Address and Banking Changes
- O. Service Termination, Cancellation, or Suspension
- P. Disputes
- Q. Abandonment of Service

## V. General Terms

- A. Changes in Services and Terms
- B. Disclosure of Account Information
- C. Questions or Error Correction on Online Banking/Bill Payment Transactions

- D. Our Liability for Errors
- E. Other General Terms

## **VI. Protecting Your Account**

- A. Preventing Misuse of Your Account
- B. Unauthorized Transactions in Your KeyPoint Credit Union Accounts

#### I. Introduction

This Online Banking and Bill Pay Access Agreement ("Agreement") governs your use of KeyPoint Credit Union's Online Banking and the Bill Pay feature of Online Banking ("Online Banking"). Online Banking is an electronic funds transfer service. By enrolling in and using Online Banking, you agree to the terms and conditions of this Agreement. This Agreement will be governed by and interpreted in accordance with Federal law and regulation and the laws of the State of California. The terms "we", "us", "our", "KeyPoint Credit Union", and "Credit Union" refer to KeyPoint Credit Union. "You" refers to each signer on an account and any authorized users you or they have designated. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays unless specifically defined differently within this Agreement. The word "account" means any one or more share accounts you have with the Credit Union.

Online Banking can be used to access KeyPoint Credit Union accounts. Each of your accounts at KeyPoint Credit Union is also governed by applicable terms of the KeyPoint Credit Union Membership and Account Agreement and applicable Truth in Savings Disclosures and Fee Schedule ("Consumer Master Disclosure"). This disclosure applies to all types of electronic funds transfer services provided by KeyPoint Credit Union and may include but is not limited to Mobile Banking, Text Banking, and/or Mobile Deposit Capture.

## II. Accessing Your KeyPoint Credit Union Accounts through Online Banking

## A. Requirements

To use Online Banking, you must have a KeyPoint Credit Union account and you will need a computer with internet browser software and internet access. Online Banking also requires you to obtain a User ID and Password. You are responsible for all aspects of your computer, software, and internet access, including telephone charges.

## B. Fees

There are currently no monthly or transaction fees for accessing your account(s) through Online Banking. Other fees, as described in the KeyPoint Credit Union Fee Schedule may apply to transactions initiated and services (such as stop payments) ordered online. See Section IV for a description of Bill Pay fees, if any. Your Internet service provider may impose fees that they will bill to you. Your telephone service provider may assess charges for telephone connections to Online Banking.

## C. New Services

KeyPoint Credit Union may, from time to time, introduce new Online Banking services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

D. Available Services with Online Banking, you can manage your eligible personal or small business accounts from your home or office on your personal computer. You can use Online Banking to:

- View and manage account balances and review transaction history.
- Transfer money between accounts.
- Transfer money to make loan payments.
- Transfer money to another member.
- Transfer money to another person.
- Transfer money to another financial institution, provided the external account is verified.
- Take advances on a Line of Credit
- Pay bills to most domestic merchants, institutions or individuals using Bill Pay
- Make credit card payments and advances.

## E. Loan Information

Loan balance information displayed on Online Banking, if any, does not necessarily reflect exact payoff information. To obtain accurate payoff information, please contact KeyPoint Credit Union's Contact Center at 1-888-255-3637.

#### F. Log In

The password used to log in to access Online Banking is case sensitive. For added security, the program is sensitive to upper and lower case characters.

### **III. Terms and Conditions**

### A. Your Online Password

When you enroll in Online Banking, you will select a password that will allow you to access your accounts.. We recommend that you change your password regularly. Passwords can be changed within Online Banking using the "User Name Profile" tab. KeyPoint Credit Union will act on instructions received under your Password. For security purposes, it is recommended that you memorize your Online Banking password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

We are entitled to act on all instructions transmitted to us using your Password. Any person to whom you voluntarily disclose your UserID and Password is considered to be your authorized user and you are responsible for all transactions they make using Online Banking and its Bill Pay feature. Do not give your User ID or Password to anyone to whom you do not wish to give this extensive permission to conduct business on your accounts. If you wish to terminate an authorized user's access to your account, you must change your Password.

## B. Account Designation

When you use Online Banking, you designate the accounts you want to access for your transactions. If fees are associated with transactions you initiate or services you request, the fee will be deducted from the account you access. Bill Pay payments are deducted only from checking accounts.

## C. Share Access

You may, at your sole discretion and liability, grant other individuals access to your account(s) through Online Banking. You release KeyPoint Credit Union from liability and agree not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is you or otherwise has been given access to your account(s). You agree to indemnify and hold KeyPoint Credit Union harmless from any and all liability including, but not limited to, reasonable attorney fees arising from any such claims or actions.

### D. Cancellation of Online Banking Access

If you initiate debit (withdrawal) transactions against insufficient funds when you do not have available overdraft

protection, deposit items that are returned unpaid, or otherwise abuse your account privileges or default on obligations to KeyPoint Credit Union, we may cancel your Online Banking access (including Bill Pay) at any time without prior notice. To reinstate your services, you must call KeyPoint Credit Union's Contact Center at 1-888-255-3637 or send us instructions via our Online Helpdesk. If we have discontinued your service because you have breached your obligations to us, abused your account privileges or been involved in activity we reasonably believe has caused or could cause us a loss, the decision whether to reinstate Online Banking privileges is made at our sole discretion. If you do not access your KeyPoint Credit Union accounts through Online Banking for any (6) six-month period, KeyPoint Credit Union reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected. If you wish to cancel Online Banking, please contact KeyPoint Credit Union's Contact Center at 1-888-255-3637 or send us cancellation instructions via our Online Helpdesk.

#### E. Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor any of our Service Providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, KeyPoint Credit Union, OR by Internet browser providers such as Google (Chrome browser), Apple (Safari browser), and Microsoft (Microsoft Explorer browser), OR by Internet access providers OR by Online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or any of our Service Providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, Online Banking services, or Internet browser or access software.

## F. Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your checking account does not have sufficient available collected funds to cover all withdrawal transactions presented for payment on a business day (including Online Banking and Bill Pay transactions), we will first look to any contractual overdraft protection sources (line of credit, transfer from shares) you have established to determine whether funds or credit are available to cover the overdrafting items. If you do not have available overdraft protection, we may at our discretion pay any overdrafting items under our Courtesy Pay program (refer to the Consumer Master Disclosure for details) or return the item unpaid. Refer to the KeyPoint Credit Union Fee Schedule for overdraft fees.

If you attempt a withdrawal transaction on a non-checking account that does not have sufficient available collected funds, the transaction request will be refused.

Not all withdrawal transactions you have initiated will necessarily be reflected in the account balance shown when you access Online Banking. For example your Online Banking balance will not reflect checks you have written that have not yet been presented to KeyPoint Credit Union for payment. You are responsible for reconciling your balances.

Not all deposits will be available for immediate withdrawal.

#### G. Online Banking Availability

You can use Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of Online Banking may not be available due to system maintenance. A transfer initiated through Online Banking before the cut-off deadline on a business day is posted to your account the same day. All transfers initiated after the cut-off deadline on a business day or on a Saturday, Sunday or banking holiday, may be posted on the next business day.

## H. Transfer Limits

You may make as many payments or transfers out of non-checking accounts per month as you wish by the following methods: in person, by ATM, by mail, by messenger, or by telephone request to mail a check payable to you at your

address in our records. Payments and transfers out of your non-checking accounts by all other methods (including Online Banking) are limited to a total of six per month. These per-month limits do not apply to checking accounts. All transfers and withdrawals are limited to available collected funds and any overdraft protection you may have available.

#### IV. Bill Pay Service

#### A. Introduction

Bill Pay is the bill payment function found within the Online Banking service. This feature instructs KeyPoint Credit Union to direct payments from your designated checking account to third parties. You can also use Bill Pay to receive bills from your Billers electronically. To activate Bill Pay you must meet the following requirements:

- You must be enrolled in Online Banking.
- You must have a checking account.
- You must provide and maintain a valid email address.

Once you have completed the enrollment process, each requested payment will be forwarded to our bill payment service provider who pays the bill either by (1) creating the necessary ACH (Automated Clearing House) debit (payment) which electronically transfers the funds from your KeyPoint checking account to the recipient's account or (2) by mailing a check along with payment information to the payee.

You can use Bill Pay to set up one-time payments or recurring payments.

## B. Bill Pay Definitions

"Service Provider" means any third party with whom the Credit Union has contracted to provide Bill Pay services on behalf of the Credit Union.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Credit Union for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, Biller mailing address and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments and any associated fees will be debited.

"Send On Date" is the date the processing of a Scheduled Payment will begin. Funds will be withdrawn from your checking account on the system-generated Send On Date.

"Deliver By Date" is the date your Biller is expected to receive payment. It is not the date at the end of the grace period or the last date by which the payment may be received before a late charge will be assessed.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

## C. Payment Scheduling

When scheduling a bill payment, note the difference between the "Send On" date and the "Deliver By" date. The "Send On" date is the date we will attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough funds in your primary account, we will send you an email indicating this and attempt to deduct the money again the next day. If the second attempted deduction is not

successful, the transaction will be cancelled and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the payee, however the "Deliver By" date will be one business day later. Payment deduction attempts happen every day of the week, regardless of weekends or holidays.

If you schedule a payment with the "Send On" date as the current date, you must have adequate funds in your account at the time the payment is scheduled. The funds will be deducted shortly after you log out of the session. If you schedule a payment with the "Send On" date in the future, there must be adequate funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm EST.

The "Deliver By" date is the date that you can expect the payee to post the payment to your account. The "Deliver By" date for your payment should be no later than the due date the payee has indicated for the payment.

A limited number of Billers will accept Expedited Payments. If you attempt to make an Expedited Payment to a Biller who does not accept them, the Bill Pay system will reject the attempt. If the Biller accepts Expedited Payments, the Bill Pay system will indicate whether the payment will be made by same-day electronic payment or overnight check payment, and will automatically select the earliest available Scheduled Payment Date. The Bill Pay system will also display the convenience fee for the Expedited Payment and you will not be permitted to proceed with the payment until you agree to the fee.

### D. The Service Guarantee

If a properly scheduled payment is not received and posted on time by the payee, we will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to add a note of explanation to your account to ensure that the situation does not negatively impact your credit rating.

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

- 1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods.
- 2. The payment was not made to a prohibited payee (see below) or the following type of payee:
  - Payments to payees located in the Armed Forces Postal Codes, such as AE & AP
  - Payments to settle securities transactions
  - Payments to payoff special or delayed financing for purchases
  - Payments to credit counseling agencies who pay creditors on your behalf
- 3. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).
- 4. You had sufficient funds in your account during our first deduction attempt on the "SEND ON" date.

We will only be responsible for the direct fees or finance charges associated with the late payment. We will not be responsible for any other consequential damages that might arise from the late payment.

## E. Payment Authorization and Payment Remittance

By providing the Credit Union with names and account information of Billers to whom you wish to direct payments,

you authorize the Credit Union to follow the Payment Instructions that it receives through the Bill Pay system. In order to process payments more efficiently and effectively, the Credit Union may edit or alter payment data or data formats in accordance with Biller directives.

When the Credit Union receives a Payment Instruction, you authorize the Credit Union, our Service Provider, and any processing agents involved in the payment, to debit your Payment Account and remit funds on your behalf so that the funds arrive on or as soon as reasonably possible after the Deliver By Date designated by you. You also authorize the Credit Union and our Service Provider to credit your Payment Account for payments returned to the Credit Union by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Credit Union will use its best efforts to make all your payments properly. However, the Credit Union shall incur no liability and any Service Guarantee shall be void if the Credit Union is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Credit Union, your Payment Account does not contain sufficient available funds to complete the transaction or the transaction would exceed the limit of your overdraft account;
- The Bill Pay system is not working properly and you knew or should have known about the malfunction before you entered your Payment Instructions;
- You have not provided the Credit Union with adequate timely and correct information to process the payment;
- Circumstances beyond control of the Credit Union or our Service Provider, such as, but not limited to, fire, flood, or interference from an outside force that prevent the proper execution of the transaction, and the Credit Union and our Service Provider have taken reasonable precautions to avoid those circumstances;
- If the money in your account is subject to legal process or other claim restricting such transfer or availability or funds:
- Delays in the US Postal system or third party delivery services;
- Delays by the Payee in processing your payment or crediting your account; or
- We establish other lawful exceptions and give you any advance notice required by law.

Provided none of the foregoing exceptions are applicable, if the Credit Union makes a mistake in processing a Bill Pay payment, we will correct the mistake. Our liability is limited to the amount of error and any late charges or interest you incur as a direct result of our mistake. We will also notify your Biller if a late payment is the result of our error. We will not, however, be liable for indirect, consequential or punitive damages, such as alleged lost business opportunities or harm to your credit standing.

## F. Payment Limitations

Bill Pay payments must not be smaller than \$1.00. The maximum amount of a single Bill Pay payment is \$9,999.99.

## G. Changing or Cancelling Payment Instructions

We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

You may cancel an outstanding bill payment at any time. Bill payments are considered outstanding until the "Send On" date.

### H. Stop Payment Requests

If you desire to stop a Bill Pay payment that has already been processed, you must contact KeyPoint Credit Union's

Contact Center at 1-888-255-3637. Although the Credit Union will make every effort to accommodate your request, we will have no liability for failing to do so. If the Credit Union is unable to stop the payment, you will have to resolve any disputes with the Biller. If you ask us to stop a Bill Pay payment, we will assess our standard fee whether or not the effort is successful. Please refer to the current Credit Union Fee Schedule for Bill Pay stop payment fees.

#### I. Prohibited Payments

We will not process payments on your behalf to payees meeting any of the following criteria:

- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee outlined above does not apply to that payment, and we reserve the right to not process a payment to that payee in the future.

#### J. Bill Delivery and Presentment

This feature allows you to arrange for your Billers to present bills to you electronically through the KeyPoint Credit Union Online Banking and Bill Pay system. The Credit Union is not responsible for bill delivery. It is your sole responsibility to contact your Billers if you do not receive statements. In addition, if you elect to activate one of the Service's electronic Bill Delivery and Presentment options, you also agree to the following:

- Your Responsibility for Communicating with Your Billers. You are responsible for keeping your Billers informed of your information. The Credit Union does not notify your Billers of updates or changes to your personal information such as, but not limited to, your name, address, phone numbers and e-mail addresses, even though you may have provided the Credit Union with updated or changed information. You must make any changes by contacting the Biller directly.
- Keep Track of Your User Names and Passwords. You are responsible for keeping track of the user names and passwords you use to log into your Billers' web sites.
- Your Responsibility for Improper Activity. You agree to defend and hold the Credit Union harmless from any claims that you improperly accessed funds or information to which you are not entitled.
- Activation of Electronic Bill Presentment. If you activate the electronic bill presentment feature of the Credit Union's Bill Pay system, you give the Credit Union permission to notify Billers you identify that you have asked to receive the Biller's bills electronically through the KeyPoint Bill Pay system. You should be aware of the following: (a) Not all Billers participate in electronic bill presentment. The fact that a Biller accepts electronic bill payments is not a guarantee that they will present bills electronically. Each Biller's decision whether to comply with your request for electronic bill presentment is at the Biller's sole discretion. The Credit Union will have no responsibility to you if one or more of your Billers elects not to present bills to you electronically or does not participate in electronic bill presentment. (b) If a Biller does participate in electronic bill presentment, it may take up to 60 days after your request for you to receive your first electronic bill. (c) Whether a Biller who participates in electronic bill presentment will also send paper statements is at the Biller's discretion. (d) It is always your responsibility to ensure that you receive your bills and pay them promptly. Neither the Credit Union nor our Service Provider will have any liability or responsibility to you because you failed to pay bills you did not receive or because of delays by the Biller in presenting your bill.
- Authorization to Obtain Bill Data. Your activation of the electronic bill presentment feature for a Biller shall be
  deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some

Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

- Notification. The Credit Union will use best efforts to make presented bills available to you in Online Banking. The Credit Union may in some cases send an e-mail to your e-mail address in our records indicating that a bill has been presented electronically. It is, however, your sole responsibility to ensure that you receive and pay your bills on time. You agree that the Credit Union will have no liability to you because you have not received a bill from your Biller.
- Cancellation of Electronic Bill Notification. Your Billers can cease electronic bill presentment at any time without notice to you. You may cancel electronic bill presentment at any time. It may take up to 60 days for a change in billing presentment method to take effect. Although the Credit Union will make best efforts to notify your Billers if you instruct us to discontinue their electronic presentment of bills to you through the Credit Union Bill Pay system, it remains your sole responsibility to ensure that you receive your bills and pay them on time. The Credit Union will not have any liability to you or any third party for either continuing to present bills electronically after you have requested cancellation, or for your failure to receive bills.
- Accuracy and Dispute of Electronic Bill. The Credit Union is not responsible for the accuracy of your
  electronic bill(s). The Credit Union is only responsible for presenting the information we receive from the
  Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be
  addressed with the Biller directly.
- Relationship with Bill Pay. The Credit Union will not initiate bill payments out of your account as a result of
  electronic presentment of a bill. You remain responsible for setting up all Bill Pay payments you wish to
  make.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

### K. Biller Limitations

We reserve the right to refuse to implement Payment Instructions. We will notify you as soon as possible if we do this, unless the attempted payment is a prohibited payment.

## L. Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Credit Union for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Credit Union will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account.

## M. Address or Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting KeyPoint Credit Union's Contact Center at 1-888-255-3637. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Credit Union is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## N. Service Termination

We may terminate your participation in Bill Pay for any reason, at any time. We will attempt to notify you in advance, but we are not obliged to do so.

You may not terminate your participation in Bill Pay if you have outstanding bill payments scheduled. If you have no outstanding bill payments you can terminate service participation by contacting KeyPoint Credit Union's Contact Center at 1-888-255-3637.

## O. Disputes

In the event of a dispute regarding the Service, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Credit Union which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Credit Union relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail. You agree to pay the Credit Union's reasonable attorney's fees and costs for any actions we take to enforce this Agreement.

#### P. Abandonment of Service

If you do not access your KeyPoint Credit Union accounts through Bill Pay for any (6) six-month period, KeyPoint Credit Union reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

#### V. General Terms

## A. Changes in Services and Terms

We reserve the right to change the terms of this Agreement, including but not limited to fees and available services, by providing any legally required notice to you. If you have agreed to receive electronic disclosures, notices may be sent to you electronically. We also reserve the right to discontinue any or all Online Banking and Bill Pay services.

### B. Disclosure of Account Information

In connection with Online Banking and Bill Pay, the Credit Union can obtain and release information about you and your accounts (1) as necessary to process your transactions and service requests or resolve problems or inquiries regarding your transactions or service requests; (2) to verify the existence and condition of your accounts for third parties such as credit bureaus or merchants, (3) if you give us written permission, or (d) if we are required or permitted to do so by law. For more information please refer to the KeyPoint Credit Union Privacy Policy.

# C. Questions or Error Correction on Online Banking/Bill Payment Transactions

In case of questions or errors about Online Banking and Bill Pay funds transfers, here is what you should do:

- Submit one of our website Helpdesk forms.
- Contact KeyPoint Credit Union using Online Banking's email Messaging feature or telephone KeyPoint Credit Union at 1-888-255-3637.
- Write to us at 2150 Trade Zone Boulevard, Suite 200, San Jose, CA 95131 Attn: Payments.
- We must hear from you no later than sixty (60) days after we have provided you with the first statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why
  you need more information.
- Tell us the dollar amount of the suspected error.

For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

Here's what we will do:

We will tell you the results of our investigation within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 will not credit your account. If your account has been open with us for less than 30 days, we can take up to 20 days to provisionally re-credit your account while we are investigating. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

#### D. Our Liability for Errors

If we do not complete an Online Banking transfer to or from your KeyPoint Credit Union account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages that you prove are directly caused by our action or failure to act. However, there are some exceptions to our liability. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account or available overdraft protection to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Online Banking.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

The Bill Pay section of this Agreement has additional information about our liability for Bill Pay errors.

## E. Other General Terms

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the Consumer Master Disclosure, the Credit Union's bylaws, rules and regulations, the rules and regulations of any funds transfer system to which the Credit Union belongs, and applicable state and federal law.

## **VI. Protecting Your Account**

#### A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine

your statement upon receipt. If you find that your records and ours disagree, you must immediately call KeyPoint Credit Union's Contact Center at 1-888-255-3637.

Protecting Personal Information - In addition to protecting your 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 information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

If you submit a transaction request or an inquiry to us, we will ask for enough information to be able to confirm your identity and process your request, typically your name, the account number about which you are inquiring, and identity-confirming information such as the last four digits of your social security number. We will never make unsolicited telephone calls or send unsolicited postal mail or e-mail asking you to disclose personal data such as your name, address, account number or social security number, since we already have that information in our records. If you receive any such requests, please DO NOT provide the information, and please NOTIFY US AS SOON AS POSSIBLE.

Taking Care of Your Online Password - The password that is used to gain access to Online Banking should also be kept confidential. For your protection we recommend that you change your Online password regularly. It is recommended that you memorize this online password and do not write it down.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your Online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify KeyPoint Credit Union Contact Center at once at 1-888-255-3637.

## B. Unauthorized Transactions in Your KeyPoint Credit Union Accounts

Notify us immediately if you believe another person has improperly obtained your Online Banking password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call KeyPoint Credit Union Contact Center at 1-888-255-3637, or via our Online Helpdesk.

If your Online Banking password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online Banking password without your permission to access a KeyPoint Credit Union deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after we have provided you with your statement, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.