

RBCU Online/Mobile Banking Access Agreement

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I. Introduction

This Online/Mobile Access Agreement ("Access Agreement") for accessing your Richfield/Bloomington Credit Union (RBCU) accounts through RBCU Online/Mobile Banking or Mobile Banking explains the terms and conditions governing the Online/Mobile banking services and bill pay offered through RBCU Online/Mobile Banking. By using the RBCU Online/Mobile Banking Services, you agree to the terms and conditions of this Access Agreement. This Online/Mobile Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is **no** applicable Federal law or regulation, by the laws of the State of Minnesota. The terms "we," "us," "our," "Richfield/Bloomington Credit Union," "RBCU," and "Credit Union" refer to Richfield/Bloomington Credit Union. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

RBCU Online/Mobile Banking can be used to access RBCU accounts. Each of your accounts at RBCU is also governed by the applicable account disclosure statement ("Deposit Agreement and Disclosure").

II. Accessing Your RBCU Accounts through RBCU Online/Mobile Banking

A. Required Equipment

In order to use the Internet Banking Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser (either Netscape Navigator 4.0 or higher, Microsoft Internet Explorer 7.0 or higher), a member number, and Internet Banking PIN. The PIN is the confidential personal identification number you use to access your account(s) through Internet Banking. As browsers are updated over time, older versions may not function effectively for RBCU Internet Services. It is your responsibility to upgrade your browser, when it becomes apparent it is needed, to ensure that you can continue to access Internet Banking. You should also understand that use of a current browser with vendor recommended security patches is considered a best security practice.

You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. RBCU is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. RBCU is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

In order to use the Mobile Banking Service, you will need a mobile "Device." "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

B. Electronic Mail (E-mail)

Sending electronic mail (E-mail) through RBCU Online/Mobile Banking is a way to communicate with the credit union. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of RBCU Online/Mobile Banking. To ensure the security of your account information, we recommend that you use this E-mail when asking specific questions about your account(s).

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within RBCU Online/Mobile Banking or call **612-798-7100 or 1-800-967-7228 (RBCU)**.

C. Fees

There are no monthly or transaction fees for accessing your account(s) through RBCU Online/Mobile Banking. See Section IV for a description of Bill Pay fees.

Please note that fees may be assessed by your Online service provider.

D. New Services

RBCU may, from time to time, introduce new Online/Mobile 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.

E. Benefits of Using RBCU Online/Mobile Banking

With RBCU Online/Mobile Banking, you can manage your personal or small business accounts from your home or office on your personal computer. You can use RBCU Online/Mobile Banking to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Pay bills to any merchant, institution or individual.
- Communicate directly with RBCU through E-mail.

III. Terms and Conditions

The first time you access your RBCU accounts through RBCU Online/Mobile Banking you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

A. Your Online/Mobile Password

You will be given an Online/Mobile Password that will give you access to your RBCU accounts for RBCU Online/Mobile Banking access. This password can be changed within RBCU Online/Mobile Banking using the options button. We recommend that you change your password regularly. RBCU will act on instructions received under your password. For security purposes, it is recommended that you memorize this Online/Mobile password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

B. Payment Account

Although there are no fees for accessing your accounts through RBCU Online/Mobile Banking, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify RBCU and identify a new payment account for the selected services. Additionally, if you close all RBCU accounts, you must notify RBCU Member Service to cancel the RBCU Online/Mobile Banking services.

Your Online/Mobile access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, RBCU Online/Mobile Banking services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call RBCU Member Service at **612-798-7100 or 1-800-967-7228 (RBCU)**.

If you do not access your RBCU accounts through RBCU Online/Mobile Banking for any (1) one year period, RBCU reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

You agree to be responsible for any telephone charges incurred by accessing your RBCU accounts through RBCU Online/Mobile Banking.

If you wish to cancel any of the RBCU Online/Mobile Banking services offered through RBCU Online/Mobile Banking, please contact RBCU Member Service at **612-798-7100 or 1-800-967-7228 (RBCU)** or send us cancellation instructions in writing to **RBCU, 345 East 77th Street, Richfield, MN 55423**.

C. Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, RBCU, OR by Internet browser providers such as Netscape (Netscape Navigator 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 the 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, the Online/Mobile Financial Services, or Internet browser or access software.

D. Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, RBCU Online/Mobile Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through RBCU Online/Mobile Banking may result in an overdraft of your account and may, at RBCU's discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

E. Hours of Accessibility

You can access your RBCU accounts through RBCU Online/Mobile Banking seven days a week, 24 hours a day. However, at certain times, some or all of RBCU Online/Mobile Banking may not be available due to system maintenance. You will be notified Online when this occurs.

F. Online/Mobile Account Access Functions and Limitations of Transfers

You may use Online/Mobile Banking to (a) transfer funds between your accounts; (b) obtain account balances; (c) obtain history and transaction information on your accounts; and (d) obtain loan account balance information. These features are limited to the extent, and subject to the terms, noted below.

- i. Your ability to transfer funds between certain accounts is limited by federal law and the Deposit Agreement. You should refer to the Deposit Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Internet Banking Service are counted against the permissible number of transfers described in the Deposit Agreement.
- ii. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in this Agreement, all Internet Banking transaction instructions received by 6:00 p.m. CST will be completed that business day. Any instruction received after 6:00 p.m. CST will be completed the next business day.
- iii. Transactional information for your accounts will be available from Internet Banking for a maximum of three statement cycles from the date of inquiry.

G. Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.
Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. 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 expires.

IV. Bill Pay Service

A. Using the Service

The RBCU Online/Mobile Banking Payment Service allows you to schedule bill payments through RBCU Online/Mobile Banking. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your RBCU checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of RBCU Online/Mobile Banking. We are unable to process any payment of taxes or court-directed payments through RBCU Online/Mobile Banking Payment Services. By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through RBCU Online/Mobile Banking. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When RBCU Online/Mobile Banking receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of RBCU Online/Mobile Banking, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

For this reason, it is recommended that all payments transfers be scheduled to at least (7) seven business days before the actual due date, not the late date. If you properly follow the procedures described herein, and RBCU Online/Mobile Banking fails to deliver a payment on the scheduled payment date, RBCU Online/Mobile Banking will bear the responsibility for late charges (\$50.00 maximum). In any other event, including, but not limited to, choosing a payment date less than (7) seven days prior to the actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you.

RBCU Online/Mobile Banking will use its best efforts to process all your payments properly. However, RBCU Online/Mobile Banking shall incur no liability if it is unable to complete any payments initiated by you through RBCU Online/Mobile Banking payment services because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.
2. The RBCU Online/Mobile Banking processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.

3. You have not provided RBCU Online/Mobile Banking with the correct names or account information for those persons or entities to whomever you wish to direct payment.
4. Circumstances beyond the RBCU Online/Mobile Banking's control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, RBCU Online/Mobile Banking has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 6 PM (Central Time), on the Payment Date, by using the DELETE function on the RBCU Online/Mobile Banking "Pending Payment" screen.

RBCU reserves the right to terminate your use of RBCU Online/Mobile Banking bill payment service in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel RBCU Online/Mobile Banking bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using RBCU Online/Mobile Banking or calling RBCU's Member Service at **612-798-7100 or 1-800-967-7228 (RBCU)**. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

B. Bill Pay Fees

The monthly fee for RBCU Online/Mobile Banking payment services is **\$0.00**. This fee covers unlimited bill payments to anyone you wish to pay in the U.S. These fees cover service for the previous month and are effective upon enrollment. Fees will be charged to your payment account, whether or not bill payments are made out of that account, or any other account linked to RBCU Online/Mobile Banking payment services.

Additionally, you agree to pay any special charges in effect as announced by the Credit Union from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings, overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account). If the payment account has insufficient funds to cover fees, the Credit Union will deduct the fee from any other checking account linked to RBCU Online/Mobile Banking (in any order we may choose). If the fee cannot be paid, we may cancel your Bill Pay service. After cancellation, your Bill Pay service may be reinstated by contacting RBCU Member Service once sufficient funds are available in your payment account to cover the bill payment fees and any other pending transfers or debits.

V. General Terms

A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online/Mobile, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online/Mobile transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

B. Disclosure of Account Information

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Credit Union may also provide information about your account(s) to persons or companies the Credit Union believes 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, the Credit Union routinely informs a credit bureau

when accounts are closed by the Credit Union because they were not handled properly. The Credit Union may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

C. Disclosure of Account Information to Third Parties

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

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

D. Questions or Error Correction on RBCU Online/Mobile Banking Transactions

In case of questions or errors about RBCU Online/Mobile Banking funds transfers through RBCU Online/Mobile Banking involving your account, here is what you should do:

- Contact **RBCU** by electronic mail (E-mail)
- Fax **RBCU** at **612-798-7192**
- Telephone **RBCU** at **612-798-7100** or **1-800-967-7228 (RBCU)**
- Write **RBCU** at **345 East 77th Street, Richfield, MN 55423**, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first paper 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, or twenty (20) business days in the case of point of sale purchases, 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, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, 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 will not credit your account. 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. If we do not complete a transfer to or from your RBCU account 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, through no fault of ours, you do not have enough money in your account 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 RBCU Online/Mobile 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.

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 applicable Deposit Agreement and Disclosure, the Credit Union's rules and regulations, the rules and regulations of any funds transfer system to which the Credit Union belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

RBCU Reserves the Right to terminate this Agreement - The Credit Union reserves the right to terminate this Agreement and your access to RBCU Online/Mobile Banking, in whole or in part, at any time without prior notice.

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 RBCU Member Service at **612-798-7100 or 1-800-967-7228 (RBCU)**.

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.

Taking Care of Your Online/Mobile Password - The password that is used to gain access to RBCU Online/Mobile Banking should also be kept confidential. For your protection we recommend that you change your Online/Mobile password regularly. It is recommended that you memorize this Online/Mobile 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/Mobile password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify RBCU Member Service at once at **612-798-7100 or 1-800-967-7228 (RBCU)**.

B. Unauthorized Transactions in Your RBCU Accounts

Notify us immediately if you believe another person has improperly obtained your Online/Mobile 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 RBCU Member Service at **612-798-7100 or 1-800-967-7228 (RBCU)**, or write **RBCU, 345 East 77th Street, Richfield, MN 55423**. If your Online/Mobile 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/Mobile password without your permission to access a RBCU 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 the paper statement was mailed to you, 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.