

## I. ELECTRONIC FUNDS TRANSFERS

This Agreement is the contract which covers your and our rights and responsibilities concerning Electronic Fund Transfer (EFT) services offered by the Credit Union. By signing the Account Card, signing or using a debit card, or using an electronic funds transfer service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through direct deposits, electronic check transactions, ATM and VISA Check card transactions at automated teller machines ("ATMs"), automated telephone access ("24-Hour Teller"), Online Banking, Mobile Banking transactions, and VISA Check card purchases involving your deposit accounts at the Credit Union.

## 1. Services.

**a. VISA Check Card.** If we approve your application, you may use your debit card to purchase goods and services any place your card is honored by participating merchants. Funds to cover your debit card purchases will be deducted from your checking account. A debit card purchase will not be authorized if the amount of purchase exceeds the available balance in your account at the time the authorization is requested. For a debit card purchase that has been authorized, if there are insufficient funds in your account at the time the authorized transaction is processed by the Credit Union, the funds in your overdraft protection account may be used to pay these transactions. If the balance in your account is not sufficient to pay the transaction amount, your account will be subject to a charge as set forth in the Rates and Fee Schedule, and the Credit Union may terminate all services under this Agreement.

You may also use your debit card and Personal Identification Number ("PIN") in automated teller machines of the Credit Union, and such other machines or facilities we may designate from time to time. At the present time, you may use your card to make the following transactions on your accounts:

- Make deposits to your savings and checking accounts.
- Withdraw cash from your savings, checking, or line of credit accounts.
- Transfer funds between your savings, checking, or line of credit accounts.
- Make balance inquiries on your savings, checking or line of credit accounts.

**b. Direct Deposit and ACH.** Upon instruction of: (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or recurring federal payments, such as Social Security. You may authorize preauthorized debits to your account through ACH transactions. An ACH transaction drawn from a checking account will be covered by overdraft protection if funds are available and a fee may be charged as set forth in the Account Rates and Terms Schedule. If you overdraft your account by use of ACH, your account will be subject to a charge as set forth in the Account Rates and Terms Schedule and may be returned to the payer.

**c. 24-Hour Teller.** If we approve automated telephone access (24-Hour Teller) service for your accounts, you must designate Personal Identification Number (PIN). You must use your PIN along with your account number to access your accounts. At the present time you may use the automated telephone access service to:

• Obtain balance, withdrawal, dividend, loan payoff, due date information, and cleared check information on your accounts at the Credit Union.

- Transfer funds between your savings, checking, money market and loan accounts as allowed, including loan payments.
- Transfer funds from your savings, checking, money market and loan accounts.
- Access your line of credit and transfer funds to your checking account or authorize a check payable to you.
- Other transactions as offered and permitted in the future.

**d. Online Banking Service.** Upon approval, you may use your personal computer and the Online Banking service to access your accounts. You must use your account number along with your PIN to access your accounts. You will need a personal computer and a web browser (such as Mozilla Firefox<sup>®</sup> or Internet Explorer<sup>®</sup>). The online address for the Online Banking service is www.oefcu.com. You are responsible for the installation, maintenance and operation of your computer and modem. The Online Banking service is available seven (7) days a week, twentyfour (24) hours a day, except during schedule maintenance periods. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet Service Provider or your computer. At the present time, you may use the Online Banking service to:

- Transfer funds between your savings, checking, and money market accounts.
- Transfer from your savings, checking, and money market accounts to a loan account.
- Transfer funds from a line of credit account to your savings, checking, or money market account.
- Review account balance and transaction history for any of your deposit accounts.
- Review information on your loan account including payment amounts, due dates, interest charges, and balance information.
- Make bill payments from your checking account using BillPay bill payment service.
- Communicate with the Credit Union using email.

Transactions including your deposit accounts will be subject to the terms of your Membership and Account agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures as applicable.

e. Mobile Banking Service. Mobile Banking, which includes text banking, is a personal financial information management service that allows you to access account information and make such other financial transactions as set forth in the Electronic Funds Transfer Agreement using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, "Wireless Devices"). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking, designated accounts linked to your account through Online Banking will be accessible through the Mobile Banking service.

i. Use of Services. Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile Banking software ("Software") required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your wireless device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Access service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access the Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

**ii. Access to Accounts.** By enrolling in the Mobile Banking service, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Password or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

iii. Relationship to Other Agreements. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., Cingular, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

**f. Electronic Check Transactions.** You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions except the \$50 and \$500 limits of liability for unauthorized

transactions in Section 4, Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.