



Online and Electronic Banking Services Agreement

January 14, 2015

In this Agreement, the words "you" or "your" mean the member or business that has enrolled in Evergreen Credit Union's Online and Electronic Banking Services and "we", "us" or "our" refers to Evergreen Credit Union. "Account" or "accounts" refer to your Evergreen Credit Union's accounts that you have designated for use with the Services.

If you consent to our Online and Electronic Banking Services Agreement, you can print or request a copy of the document for your records, click agree and proceed with your enrollment. By your consent you agree that we may provide you with all disclosures, notices and other communications (the "documents") about Online Banking, Bill Pay and the Services, including the Online and Electronic Banking Services Agreement and any future amendments, in electronic form. You have the right to obtain copies of any of the documents we provided electronically. At your request, we will provide you with a paper copy of any of the disclosures you have agreed to without a fee. You have the right to withdraw this consent without any fee. Upon your withdrawal of consent, we will immediately terminate your participation in Online Banking, Bill Pay, or Services. Withdraw your consent to our electronic disclosures by calling us at (207) 221-5000, or write to us at Evergreen Credit Union, PO Box 1038, Portland, ME 04103.

If you do not consent to our electronic disclosures, close out the agreement and on the enrollment screen, click on the cancel button. If you choose not to consent to our electronic disclosures, you will not be able to access our Online Banking, Bill Pay or the Services.

1. ACCEPTANCE

This Evergreen Credit Union Online and Electronic Banking Services Agreement (the "Services Agreement") contains important terms and conditions which govern the following Evergreen Credit Union Online Electronic Banking services: Online Banking ("Internet Banking"), Bill Pay, and certain other electronic banking services offered through Evergreen Credit Union Online and Electronic Banking (collectively, the "Services"). You understand and agree that by using the Services, you are accepting the terms and conditions of this Services Agreement, and that your use of your login credentials will be considered the same as your written signature in authorizing us to complete any transaction or request communicated to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering. Because the Services are performed electronically, they are governed by federal and state laws and regulations pertaining to electronic funds transfers which entitle you to certain benefits and protections, which are contained in this Services Agreement.

2. REQUIREMENTS

(a) *Account Access* - To access your account via the Services, you must have at least one eligible deposit account, a Member Username ("User ID"), and a password (the "Password") that you choose. You may only designate accounts that you own jointly, severally or otherwise or that you have the authority to use. You agree to provide us with any additional documentation we may require to permit access to your account. If you apply for an account or service via Online and Electronic Banking, or ask to change an account or service you already use with us, you agree that we can treat your application or request as if it

had been made in writing and signed by you. You understand by enrolling for Bill Payment, that you authorize us to investigate and verify any information supplied by you. You authorize us to make any credit or investigative inquiry that the Credit Union determines is appropriate to utilize bill payment services.

(b) *Joint Accounts* - If you have designated a joint account to be accessible via the Services, each joint owner will be jointly and severally liable under this Services Agreement. We may act upon the instructions of any joint owner concerning the account without the consent of any other person.

(c) *Your Password* - We will be entitled to act on all instructions received under your Password. Since your Password is used to identify you as an authorized user of the Services, you agree to notify us immediately if the secrecy of your Password is compromised, and you also agree not to reveal your Password to any person not authorized to use the Services. The security of your Account depends upon maintaining the secrecy of your Password. You may change your Password at any time while you are using the Services. To assist us in maintaining the security of your Services account(s), we may revoke or cancel your Password at any time without giving you prior notice.

You agree not to use your Password for any transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal or transfer upon demand and any associated fees for such service. Otherwise, you authorize us to collect any such amounts, including the amount of the service fees you may owe us from any account you maintain with us.

(d) *Protecting Your Account* - You are solely responsible for maintaining the secrecy of your login credentials. For your protection, we recommend you memorize this information, do not write it down, and change it periodically. Properly constructed credentials afford you a greater degree of assurance and are more secure if 1.) they contain more characters, 2.) if those characters are both alpha and numeric characters, 3.) if they consist of both upper and lower case.

If your log in criteria is entered incorrectly on several consecutive attempts, your access to the Services will be blocked. To activate, please call Member Services at (207) 221-5000. You should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. Someone may use this information alone, or in conjunction with other information, to access your account. If you believe that your login criteria has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us immediately by calling the number above. We reserve the right to deny access if user verification cannot be determined.

(e) *Your Electronic Device* - You agree to be fully responsible for the installation, maintenance and operation of your electronic device and software. We are not responsible for any errors or failures from the malfunction of your electronic device, software, or for any virus or related problems associated with the use of an online system. You will be responsible for contracting with your own Internet Service or Phone Provider. You are responsible for the security of your electronic device. You must also meet our minimum browser requirements.

(f) *Member Service* - If you need assistance with Online and Electronic Banking, or if you need to communicate with Evergreen Credit Union, please notify us by calling Evergreen Credit Union at (207) 221-5000, or by writing to us at: Evergreen Credit Union, Online Banking Services, PO Box 1038, Portland, Me., 04104-1038.

3. ONLINE AND ELECTRONIC BANKING SERVICES

(a) *What You Can Do* - If you have enrolled in Online and Electronic Banking, you may:

- Obtain balance information, account detail information and transaction history on all eligible accounts enrolled in Online and Electronic Banking.
- Transfer funds between designated Evergreen Credit Union accounts.

The following services may not be available through all electronic channels:

- Download to Quicken.
- Place and/or delete a stop payment on a check you have written.
- Transmit secure electronic messages to Evergreen Credit Union

(b) *Balance Inquiries* - You may use Online Banking to check the balances and recent activity of your Accounts. The balance shown may not be your actual available balance. The balance shown may also differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments or charges, or items in process.

(c) *Funds Transfers Between Evergreen Credit Union Accounts* - You may transfer funds between eligible Evergreen Credit Union accounts through Online Banking. An "eligible account" is an Account linked to the Online and Electronic Banking service that does not have withdrawal restrictions. Eligibility is based on account type and member to account relationship. When you request a transfer of funds between your Evergreen Credit Union accounts, you authorize us to withdraw the necessary funds from the Evergreen Credit Union account you designate. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your designated account at the time of withdrawal. We will not be obligated to act on any withdrawal instruction if there are not sufficient funds in the account you have designated.

Special Note: Borrowing from an existing line of credit you have with us shall be subject to the terms and conditions of your line of credit agreement.

(e) *eStatements* – Your monthly statements will be made available in eStatement format (unless you request to receive a paper copy). To finalize the process, you must apply within Online Banking by following the instructions provided.

Evergreen Credit Union does not send eStatement email notification reminders.

4. BILL PAYING SERVICES

You may use Evergreen Credit Union's bill paying service, Bill Pay, to direct Evergreen Credit Union to make payments from your designated draft account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreement, disclosures and other documents in effect from time to time governing your account. Some bill paying services may not be available through all electronic channels.

(a) *Payees* - You may schedule current, future or recurring payments to a person or business in the United States through Bill Pay. By furnishing us with the names, addresses, telephone numbers, and account information of your Payees, you authorize us to follow your payment instructions to these Payees. Payments may only be made from an active funding account. You are solely responsible for maintaining the current address and account number of each Payee that you designate.

(b) *Prohibited Payments* - You may not use Bill Pay to make payments to payees outside the United States or U.S. Territories.

(c) *Funding Account* - To enroll for Bill Pay, you must have at least one linked Evergreen Credit Union draft account. Payments made through Bill Pay can only be sent to payees within the United States. You may use Bill Pay to make payments from linked accounts. You must designate the account from which Evergreen Credit Union is to make payment. This account will be known as the Funding Account. By originating a Bill Pay request, you authorize us to withdraw the necessary funds from your Funding Account. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your Funding Account at the time of scheduled withdrawal. We will not be obligated to act on any withdrawal instruction from you if there are insufficient funds in the Funding Account. If you have overdraft protection on your Funding Account, we may use available funds in that overdraft protection account to cover Bill Pay requests. For account holders who have multiple accounts affiliated with Bill Pay, if you close your Funding Account, you must notify us and identify a new Funding Account or we may select one for you. For bill paying services, every day is a business day, except

Saturday, Sunday and federal holidays. Saturday, Sunday and Monday are considered one business day. Federal holidays are considered part of the following business day.

(d) *Scheduling Payments* - You may use Bill Pay to schedule payments on the date that you enter the payment information, on a future date, or on the same date of each month, subject to restrictions set forth in this Agreement. You may enter payment information 24 hours a day, 7 days a week (subject to system availability), but payments will only be initiated by us on business days. Bill Payments are processed on the requested due date. Payments will be made by electronic funds transfers if the Payees are set up to receive such payments or by check if they are unable to receive electronic funds transfers. The time period which is required to process payments will vary according to the payment method and other factors. Payments issued by check through the bill pay system will be considered stale dated 90 days after the initiation date. At this time, a stop payment may be issued on any outstanding check.

We will not be responsible for any loss you may incur as a result of a late payment if your payment is not scheduled within the time periods described in this Section.

(e) *Future or Recurring Bill Pay* - You may schedule a future or recurring payment to be initiated by us on any future business day (up to 364 days in advance) through Bill Pay. We shall complete the payment, provided there are sufficient funds in your Funding Account. You will receive confirmation the payment is scheduled at the time you request the payment. If a payment fails for any reason, you will receive notification via an electronic message. To ensure proper notification, please provide us with your most current email address, updating as necessary.

Recurring bill payments must be in the same amount each period (weekly, monthly, semi-annual, etc.). If the regular payment date falls on a weekend or a holiday, it will be initiated on the following business day.

(f) *Changing or Canceling Payments* - You may utilize Bill Pay to: (1) modify either the payment amount or date the bill payment is initiated for any future or recurring bill payment at any time prior to 2:00 p.m. Eastern Time on the date the bill payment will be initiated by us, or (2) cancel a current, future, or recurring bill payment, at any time, prior to 2:00 p.m. Eastern Time on the date the bill payment will be initiated by us.

Once an electronic payment has been submitted to the payee, the payment may not be stopped or cancelled. There may be times when a payment issued by check may be cancelled through a stop payment request. Stop payments must be initiated through member services at (207) 221-5000. Stop payment fees apply. Refer to Fee Schedule.

WE RESERVE THE RIGHT TO REFUSE TO HONOR PAYMENT REQUESTS THAT REASONABLY APPEAR TO US TO BE FRAUDULENT OR ERRONEOUS.

(g) *Canceling Bill Pay* - We reserve the right to suspend or terminate your use of Bill Pay at any time, for any reason, without prior notification. The Bill Pay service will remain open for members that actively make regular payments through this service. After 90 days of inactivity, the bill pay service may be discontinued. If this occurs, your bill pay history and payee information will be removed from Electronic banking. If you wish to terminate Bill Pay, please contact us. It is your responsibility to cancel all future bill payments at the same time by deleting those payments through Bill Pay. This will ensure that future payments made by you will not be duplicated. If we are not contacted, Bill Pay fees will continue to be assessed. You should contact us as described in the Member Service section below.

(h) *Member Service* - If you would like assistance with Bill Pay, or would like to communicate with Evergreen Credit Union, please notify us by:

- Sending a secure electronic message to our Evergreen Credit Union Online Banking Member Service area.

- Calling (207) 221-5000. You agree that we may record conversations with you to monitor the quality of service and accuracy of information provided to you. This will also help to ensure that your instructions are followed.
- Writing to us at: Evergreen Credit Union, PO Box 1038, Portland, ME 04101.

5. EVERGREEN CREDIT UNION'S RESPONSIBILITY TO YOU

(a) We will be responsible for your actual losses if directly caused by our failure to:

- Complete a funds transfer or a bill payment to or from your account on time.
- Cancel a funds transfer or a bill payment as properly requested.

(b) We will not be responsible for your losses if:

- Through no fault of ours, you do not have enough available funds in your account to make the transfer or if your funds are subject to legal process or other legal encumbrance.
- You have given us inaccurate or incomplete information.
- Your payment instructions are not given to us sufficiently in advance to allow for timely payment or delays in mail service.
- You have overdraft protection with us and the transfer would exceed the overdraft protection limit.
- We have reason to believe a transaction has not been properly authorized.
- The losses result from an electronic device virus or related problem.
- Your electronic device or any part of the Services was not working properly.
- Circumstances beyond our control, such as a fire or a flood, interfered with or prevented the transaction.
- We made a timely payment but the payee (i.e. a merchant or other institution) did not timely credit your payment.
- You or we have terminated this Services Agreement.
- You are a business member, and we have acted in accordance with reasonable commercial standards of the banking business and the security procedures described herein.
- There may be other exceptions in our agreements with you.

6. MISCELLANEOUS

(a) Other Agreements - In addition to this Services Agreement, you agree to be bound by and will comply with the requirements of the Terms and Conditions governing your deposit and/or loan accounts, the rules and regulations of any funds transfer system to which we belong, and applicable state and federal laws and regulations.

(b) Right to Terminate - We may terminate any or all of your Evergreen Credit Union Online and Electronic Banking Services any time for any reason, without prior notification. Online and Electronic Banking members with no deposit account may be removed from the service after 90 days with no login activity. If your Service is discontinued, your Bill Pay information will be lost. If you wish to cancel any of your Services, please contact us by any of the methods described in this Agreement.

(c) Governing Law - This Services Agreement shall be governed by the laws of the State of Maine, and where applicable, by Federal law.

(d) Amending this Online and Electronic Banking Services Agreement - You agree that we may change the charges, fees or other contract terms described in this Services Agreement. When we change any fees, charges or other material terms, we will update this Services Agreement and either send you notice at the address shown on our records, or send an electronic message. Notice will be sent at least 30 days in advance of the effective date of any change in fees for electronic transactions or of any stricter restrictions on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is needed to maintain or restore the security of the system. If such a security change is made and it can be disclosed to you without jeopardizing the security of the

system, we will provide you with written notice, or notice via email or a secure electronic message within 30 days after the change. You may choose to accept or decline such changes by continuing or discontinuing the account or the Services to which any such changes relate.

(e) Limitation of Liability - UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, ECONOMIC OR LOST PROFITS, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, YOUR ELECTRONIC DEVICE, THE SOFTWARE, THE EVERGREEN CREDIT UNION ONLINE BANKING SERVICES, INTERNET BROWSER, OR INTERNET ACCESS SOFTWARE, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

7. FEES AND CHARGES

Currently there are no fees and charges to use the Online and Electronic Banking Service.

8. NOTIFICATION OF REGULATORY AUTHORITY

This Services Agreement and the Evergreen Credit Union Online and Electronic Banking Services provided hereunder are governed by the NCUA. You may notify the Federal NCUA at the following address:

National Credit Union Administration

Region 1 Albany

9 Washington Square

Washington Avenue Extension

Albany, NY 12205

(518) 862-7400

9. DISCLOSURE OF ACCOUNT INFORMATION

We will not disclose information you have provided to us or information which we have obtained concerning your accounts and the transfers you make to anyone other than our employees, agents, and affiliates, however, we may disclose information:

- If you give us permission.
- When it is necessary to comply with governmental agencies, court orders, or to otherwise furnish information required by law.
- To advise third parties of accounts closed for misuse.
- When necessary to furnish information to law enforcement agencies if we reasonably believe we have been the victim of a crime.

For more information on our Privacy Policy, you can review our Privacy Policy on our web site.

10. ADDITIONAL PROVISIONS

Liability for Unauthorized Transactions - Should you permit other persons or entities to utilize the services to access your account(s), you are responsible for any transactions that they authorize. Notify us immediately if you believe someone has improperly obtained your credentials, if you believe someone has transferred or may transfer money from your account without your permission, or if you suspect any

fraudulent activity on your account. To the contrary, the possibility exists that your available funds (plus your maximum overdraft line of credit, if any) could be accessed via the Services. To notify us, please call (207) 221-5000.

If you tell us that your credentials have been compromised within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if used to access your Evergreen Credit Union deposit account without your permission. If you do not tell us within 2 business days after you learn of the loss or theft and we could have prevented the unauthorized use if you had told us, you are responsible for all unauthorized transfers or withdrawals, but your maximum liability for any such transfers or withdrawals is \$500.

If you believe a transfer or withdrawal shown on your statement was not authorized by you, contact us immediately. If you do not notify us within 60 calendar days after the paper or electronic monthly statement was made available to you, and we could have prevented a loss if you had told us in time, you may not recover any money lost after the 60 days. If there are extenuating circumstances such as a long trip or hospital stay which kept you from telling us, these time periods may be extended.

Call us at (207) 221-5000, or write to us at Evergreen Credit Union, PO Box 1038, Portland, ME 04103, regarding any unauthorized transactions.

Errors and Questions - If you have questions or you think there has been an error concerning the Services, you should contact us at (207) 221-5000, or write to us at Evergreen Credit Union, PO Box 1038, Portland, ME 04103.

We must hear from you within 60 calendar days after we have sent the first paper or electronic monthly statement on which the problem or error first appeared. If you notify us verbally, we may require you to send your complaint or question in writing within 10 business days of the verbal notice.

We will need to know the following for all errors:

- Your name and account number.
- A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need additional information.
- The dollar amount of the suspected error.
- For a Bill Pay issue, the draft account number used to pay the bill, payee name, date payment was scheduled, payment amount, confirmation number and payee account number.

We will advise you of the results of our investigation within 10 business days after we hear from you and will promptly correct any error we have made. If we need additional time to complete our investigation, we may take up to 45 days but we will provisionally re-credit your account within 10 business days for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days after the request, we will not re-credit your account. If we determine that there was no error, we will send you a written explanation within 3 business days after we complete our investigation. You may request copies of documents that we used in our investigation.