

E-Services Agreement

1. Introduction. This Agreement is the contract which covers your and our rights and responsibilities concerning Online Banking services offered to you by Solarity Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean, as applicable, each owner of an account entitled to online access, and any authorized representative with authority to take action or make decisions on behalf of another person with respect to accounts. The word "account" means any one or more savings (share) accounts you have with the Credit Union.

2. Online Banking Services. You authorize Solarity Credit Union to provide access to your accounts and online financial services. When using the Mobile Banking Service, you may generally access certain accounts through the mobile browser and receive certain information through text messaging under this service, using a handheld device.

"Handheld Device" includes a cell phone or personal digital assistant satisfying hardware and software requirements as specified by us from time-to-time.

To access accounts and online financial services, you must have a User Name, a password and the required hardware and software as described in section 14. You must also comply with any security procedures we may establish. Subject to terms of this agreement, you will generally be able to access your accounts and online financial services seven days a week, 24- hours a day. At certain times, the service may not be available due to system maintenance or circumstances beyond our control.

3. Emails. It is your responsibility to notify us if you change your email address. Unless otherwise prohibited by law, if our email to you is returned as undeliverable, we may discontinue sending email messages, discontinue e-Documents and switch your account statements back to paper statements until you provide us with a valid email address. You agree that we may send, and you will accept, email communications (e-notices) of the occurrence or status of particular e-services. We may send e-notices to notify you to confirm account or transaction events including: email address changes, PINs, Bill Payer rejections, status of loan applications, failed Bill Payer transactions, overdraft notices, ATM items not successfully processed, etc. You may opt out of receiving other e-notices at anytime by changing your options once logged in to Online Banking. Our website provides you with the ability to ask questions about your account(s) or give comments on our service through a secure message center. This can be done by clicking on the "contact us" button. However, to ensure security of your account(s), do not use these options to initiate transactions on your account.

The Credit Union may not immediately receive email communications that you send. The Credit Union will not take action based on email requests until the Credit Union actually receives your message, and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, call the Credit Union at 509.248.1720 or 800.347.9222 during normal business hours.

4. Bill Payer. Solarity Credit Union's "Bill Payer" allows you to schedule bill payments. You must be enrolled in Online Banking to use Bill Payer. You can arrange, at your option, for the payment of your current, future and automatic (recurring) bills from a Solarity Checking Account. This agreement governs the use of your online Bill Payer Service. By enrolling in Bill Payer, you, the Credit Union member, hereby authorize the Credit Union to make payments on your behalf by debiting your designated account, and transferring the funds to the designated merchant accounts as indicated by you via your Bill Payer set up through Online Banking. Other than as stated above, there is no limit to the number of payments that may be authorized. You may pay anyone in the continental U.S. (including Alaska and Hawaii) approved by us for payment through Bill Payer. However, we are unable to guarantee correct delivery or routing of any payments outside the continental U.S. or to federal, state, or local tax agencies or court-ordered payments, and you agree that you will not attempt to use Bill Payer to make such payments. By furnishing us with the name and address of a payee, you authorize us to follow your payment instructions regarding that payee. In some instances, Bill Payer may submit payments to the best known payee address. When necessary, we will change or reformat your payee account number to match the account number or format required by your payee for electronic payment processing. Bill Payer is intended only for use by you as the subscriber of Bill Payer. Any attempt to use Bill Payer to process payments for third parties is prohibited and will be grounds for termination of Bill Payer and your access to the Service.

Payments will be posted by the Credit Union at 1:00 p.m. Monday through Friday (excluding holidays). Scheduled payments that fall on Saturday or Sunday will be paid on Monday or the next business day when Monday is a holiday. Payments made through Bill Payer require sufficient time for your payee to receive your payment and credit your account properly. To avoid

incurring a finance or other charge imposed by your payee, you must schedule a payment sufficiently in advance of the payment due date. There will be a delay between the Payment Send On Date (the date your payment begins processing) and the date the payee receives that payment. The Payment Send On Date must be at least seven full Business Days prior to the date the payment is due at the payee for check payments and up to three full Business Days for electronic payments. For scheduling purposes, the first Business Day after your scheduled Payment Send On Date should be counted as Day One. You must time your payment using the due date of the payment (not the last day of any grace period established by the payee). If your Bill Payer payment is sent by check and the check is not presented for payment within 90 days, we will stop payment on the check and credit the check amount to your Funding Account.

5. Online Banking Service Limitations. The following limitations on Online Banking transactions may apply:

- **Transfers.** You may transfer funds to your other accounts as often as you like. However, transfers from your savings accounts will be limited to a total of six in any one month through Online Banking. The Automated Clearing House may set other limits on the amount of any transaction and you will be notified of those limits.
- **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

6. Security of Access Code.

- **Initial Access.** To login to our Online Banking Service for the initial sign on, you must use your Online Banking ID (also known as a User Name) and Online Banking Password. After your initial enrollment, you may change your password at any time.
- **Security.** The password that you select is for security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have, or use your password, you understand that person may use the Online Banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your password, and you agree that the use of your password will have the same effect as your signature authorizing transactions.
- **Authorization.** If you authorize anyone to use your password in any manner, this authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your password. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password has been changed. If you fail to maintain or change the security of these passwords and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

7. Member Liability. You are responsible for all transfers you authorize using Online Banking services under this Agreement. If you permit other persons to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. Contact us at once if you believe anyone has used your password and accessed your account without your authority. Telephoning is the best way of keeping your possible losses down. For Online Banking transactions, if you tell us within two business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us sooner, you could lose as much as \$500. If your statement shows Online Banking transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was made available, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from contacting us, we may extend the time periods. If you believe your password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call Member Solutions at 509.248.1720 or toll-free at 800.347.9222 during normal business hours. You may also contact us electronically by sending email messages through the Online Banking service on our website: www.solaritycu.org. You can also write us at: Solarity Credit Union, P.O. Box 2922, Yakima, WA 98907.

8. Business Days. Our business days are Monday through Saturday. Sundays and Holidays are not included.

9. Fees and Charges. E-Services fees (if any) are disclosed on the Rate & Fee Schedule. From time to time, fees may be changed. We will notify you of any changes as required by law.

10. Transaction Documentation. Transfers and withdrawals transacted through Online Banking will be recorded on your periodic statement by mail or electronically.

11. Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy as stated on our website at: www.solaritycu.org. However, we may disclose information to third parties

about electronic funds transactions you make in the following limited circumstances: (1) As necessary to complete transfers; (2) To verify the existence of sufficient funds to cover specific transactions upon the request of an authorized third party to the transaction; (3) To comply with government agency or court orders; and/or (4) If you give us your express permission.

12. Consent to Receive Account Statements and Account-Related Notices Electronically. You agree to the terms and conditions of this Agreement and consent (initially and on an ongoing basis) to receive in electronic format: (1) Your account statements (e-statements); (2) The informational notices you may choose to receive about your accounts from time to time and all other account-related disclosures and notices (e-notices), including, but not limited to, the following: (a) Share Account-related activity such as non-sufficient funds, overdrawn account, overdraft protection services, account warnings, etc.; (b) Loan Account-related activity such as credit limit increases or decreases, over limit, delinquency, notification of adverse action, etc.; (c) Account-related services such as ATM, Check Card, "Bill Payer," etc.; (d) Share Certificate account maturity; (e) Change in Terms; (f) Privacy Notices; (g) Marketing materials (at our discretion); (h) Year-end tax statements for dividends earned and mortgage interest paid; and (i) Any other disclosures or notices required by law or regulation, including without limitation the Gramm-Leach-Bliley Act, Fair Credit Reporting Act, Truth-in-Lending Act, Electronic Funds Transfer Act, and the Truth-in-Savings Act. If you agree to the terms of this Agreement, all account-related disclosures and notices, including, but not limited to, paper statements associated with your accounts will no longer be mailed via U.S. Postal Service. However, you may still obtain a paper copy of such disclosures without any fee by contacting the Credit Union. Fees for paper account statements apply. For more information refer to the Rate and Fee Schedule.

If you were enrolled for Online Banking prior to December 18, 2012, your e-Document preference will not be changed by accepting this agreement.

13. Withdrawal of Consent for e-Documents. You understand that you may withdraw your consent to receive e-Documents electronically at any time in person at a Credit Union branch or by calling 509.248.1720 during normal business hours. You understand that upon termination of e-statements and e-notices services, all statements and disclosures associated with your account will revert back to paper delivery via U.S. Postal Services. Fee for paper accounts statements may apply. For more information refer to the Rate and Fee Schedule.

14. Hardware and Software Requirements. To receive Electronic Communications, you must ensure that you are able to receive information electronically and retain it. You must have a computer system with an Internet Web browser capable of 128-bit encryption and Adobe Acrobat Reader in order to receive disclosures electronically. Further, you must have a printer capable of printing any disclosures or statement that are made available on our website and/or emailed to you and/or have the ability to electronically save and visually display on computer screens such documents.

15. Limitation of Liability for Online Banking Services. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or loss, whether caused by the equipment, software, Credit Union, or by online browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online providers or by an agent or subcontractor of any of the foregoing. Neither we nor the service providers shall be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, e-Services or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via Online Banking, and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- If you used the wrong account access information or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer transactions.
- If your computer fails or malfunctions, or the phone lines, or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond your control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.

- If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to the software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.
- The agreements, rules, and regulations applicable to your checking accounts, savings accounts and other accounts, serviced by your Credit Union, remain in effect and continue to be applicable, except as specifically stated in the agreement.

16. Termination of Online Banking Services. You agree that we may terminate this Agreement and your e-services, if you, or any authorized user of your e-services or password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or password, or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. The Credit Union may automatically terminate an inactive Bill Payer account after three months of inactivity. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

17. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least 21 days before the effective date of any change, as required by law. This means we will send it to the email address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

18. Statement Errors. In case of errors or questions about your Online Banking transactions, contact us by telephone at 509.248.1720 or toll-free 800.347.9222; or write us at P.O. Box 2922, Yakima, WA 98907 (the address set forth in Section 5), as soon as you can. We must hear from you no later than sixty days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten business days.
- We will tell you the results of our investigation within ten business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within 30 days after the first deposit to the account (new accounts), we will tell you the results of our investigation within 20 business days. (However, if we need more time, we may take up to 45 calendar days to investigate your complaint.) For questions related to transactions initiated outside the United States, we will reply within 90 days. If we decide to do this, we will re-credit your account within ten business days 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 business days, we may not re-credit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

19. Other General Terms.

- Other Agreements. In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with Solarity Credit Union, as described in your Solarity Credit Union Membership and Account Agreement, prior receipt of which you acknowledge.
- Severability. In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

All headings are intended for reference only and are not to be construed as part of the Agreement.

20. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or

unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

E-STATEMENTS: By consenting in your membership application, you understand and agree that pursuant to the terms outlined above the e- Services Agreement Disclosures, future periodic statements for your deposit accounts, including checking and savings accounts, and your consumer loans with us, including credit cards and personal lines of credit, will be sent to you electronically.*

E-NOTICES: By consenting in your membership application, you understand and agree that pursuant to the terms of the e-Services Agreement Disclosures, future notices and documentation including but not limited to Notices of Change of Terms for deposit, EFT of loan services and Annual Privacy Notices will be sent to you electronically.*

By consenting in your membership application, you understand and agree that you I have read the Online Banking e-Services Agreement and Disclosures and agree to the terms and conditions.

*If you were enrolled for Online Banking prior to December 18th, 2012, your e-Document preference will not be changed by accepting this agreement.