

## WRIGHT-PATT CREDIT UNION ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE STATEMENT

PLEASE READ THIS ENTIRE ELECTRONIC SERVICES AGREEMENT (a/k/a MOBILE AND ONLINE BANKING AGREEMENT) FOR CONSUMER AND BUSINESS ELECTRONIC SERVICES CAREFULLY. BY USING ANY WPCU PROVIDED ELECTRONIC SERVICES, YOU AGREE TO BE BOUND BY THIS ELECTRONIC SERVICES AGREEMENT AND ANY ADDENDUM FOR THE PARTICULAR ELECTRONIC SERVICE. YOU MAY WANT TO PRINT A COPY OR REQUEST A WRITTEN COPY FOR YOUR RECORDS.

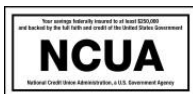
Members of Wright-Patt Credit Union, Inc. ("WPCU") agree to be bound by the terms and conditions included in their Master Membership and Account Agreement and any other applicable account agreements with WPCU ("Account Agreement"). The terms and conditions of this Electronic Services Agreement ("Electronic Services Agreement" or "Agreement" or "Mobile/Online Banking Agreement") supplement the Account Agreement and govern your use of ONLINE BANKING (as defined below), MOBILE (as defined below) BANKING, BILL PAYMENT SERVICES (as defined below), and other electronic services provided by WPCU (collectively "Electronic Services"). Electronic Services provided by WPCU are additionally governed by any other separate agreement(s) you may have with WPCU.

### ELECTRONIC COMMUNICATION DISCLOSURES AND E-SIGN ACT CONSENT AGREEMENT

This disclosure documents your consent and describes your rights and obligations to receive communications electronically related to your membership and account(s) with WPCU.

Electronic Delivery: To access your account ONLINE or through MOBILE BANKING, you must review and consent to these Electronic Communication Disclosures and E-Sign Act Consent Agreement. By consenting to this Agreement, you understand and agree that all disclosures, notices, and other communications which WPCU may be required to provide to you arising from our obligations under applicable laws and regulations, your applicable Account Agreement, or this Electronic Services Agreement, may be provided to you electronically, including through our MOBILE or ONLINE BANKING portal, to any electronic mailbox we have for you, or, at our option, another electronic mail address you provide to us, or in any other manner permitted by law. These documents include, but are not limited to, disclosures, periodic statements, tax documents, privacy policies, notices, and account agreements and any changes to your account. Your consent to receive and view documents electronically is not limited in duration and does not automatically expire.

Paper Copy: You understand that you have the right to receive all required disclosures related to your accounts in paper form. If you would like a paper copy of any such disclosures, you can print a copy yourself by opening the electronic version of the document and printing it or you can request that we provide you a paper copy by calling us at 937- 912-7000, 800-762-0047, e-mailing us at [contactus@wpcu.coop](mailto:contactus@wpcu.coop), or writing to us at P.O. Box 340134 , Beavercreek, OH 45434-0134. You may obtain a free of charge copy of any electronic disclosure.



Wright-Patt Credit Union, Inc. | 3560 Pentagon Boulevard | Beavercreek, Ohio 45431  
(937)912-7000 | (800)762-0047 | TTY (800)750-0750 | [www.wpcu.coop](http://www.wpcu.coop)



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**Withdrawal of Consent:** You can change your document delivery preferences at any time. Should you decide to no longer receive electronic delivery, you may withdraw your consent at any time by calling, e-mailing, or writing us at the number, e-mail, or physical address listed above. You can also change your eStatement/eNotice preferences through MOBILE or ONLINE BANKING. In the event you withdraw your consent, we will not charge you a fee for delivery of paper documents. If the revocation of your consent is received less than ten (10) days before the end of your statement cycle, it may not take effect until the following statement cycle.

**Required Hardware and Software:** To access, view, and retain electronic communications from WPCU, you must have the required software and hardware equipment, including:

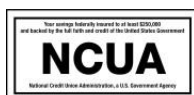
- Google Chrome, Mozilla Firefox, Safari, and Microsoft Edge. ONLINE BANKING is designed for optimal use on the most current web browser version and the version prior. Our ONLINE BANKING and online applications all require browser versions that support Secure Sockets Layer Encryption Technology, frames, HTML 5.0 and JavaScript;
- For mobile access, the most current or two previous versions of Apple iOS or Android OS;
- An up-to-date device (computer, smartphone, tablet, etc.) suitable for connecting to the Internet or for downloading our mobile applications or accessing our mobile website;
- Local, electronic storage capacity to retain and/or print electronic documents;
- Software that allows you to view files in a portable document format (PDF).

Variant settings or device types may affect presentation. The use of alternative browsers or “beta” versions may have unpredictable results.

**Additional Terms:** By consenting to this Agreement, you also consent to receive an electronic notice via e-mail when a document is available for viewing. You can view documents within our ONLINE BANKING portal and limited disclosures, notices, and communications may be available through our mobile application. You agree to provide us with the information (such as current e-mail address) needed to communicate with you electronically and update us as to any changes in such information by calling or writing to us at the number or address listed above. You can also update your information in MOBILE and ONLINE BANKING by going to “My Contact Information.”

We reserve the right, at any time, but assume no obligation, to provide a paper copy (instead of electronic) of any communication that you have authorized us to provide electronically. We also reserve the right, at our sole discretion, to discontinue providing electronic communications to you or to change the terms and conditions on which we provide electronic communications.

**YOU AGREE TO ELECTRONICALLY VIEW ANY CHANGES IN DISCLOSURES, ELECTION INFORMATION, OR UPDATES TO WPCU PRODUCTS, SERVICES, AND FEES. YOU MUST HAVE A VALID E-MAIL ADDRESS THAT WPCU WILL USE TO SEND INFORMATIONAL NOTICES. YOU AGREE TO IMMEDIATELY NOTIFY WPCU IF YOUR E-MAIL ADDRESS CHANGES (SEE CONTACT INFORMATION BELOW). AT ANY TIME, YOU MAY CANCEL ENROLLMENT IN MOBILE/ONLINE BANKING BY VISITING ANY WPCU MEMBER CENTER, CALLING (937) 912-7000 OR TOLL FREE (800) 762-0047, OR E-MAILING US AT CONTACTUS@WPCU.COOP. IF THE REVOCATION OF YOUR CONSENT IS RECEIVED LESS**



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THAN TEN (10) DAYS BEFORE THE END OF YOUR STATEMENT CYCLE, IT MAY NOT TAKE EFFECT UNTIL THE FOLLOWING STATEMENT CYCLE. WHEN YOU CANCEL ENROLLMENT IN MOBILE/ONLINE BANKING, WPCU WILL RESUME MAILING ALL OF YOUR CORRESPONDENCE AS ELECTED THROUGH THE U.S. POSTAL SERVICE AT NO ADDITIONAL CHARGE TO YOU. IF YOU WOULD LIKE TO OBTAIN A PAPER COPY OF THE E-MAILED CORRESPONDENCE, WPCU WILL PROVIDE IT TO YOU AT NO COST TO YOU. TO RECEIVE MOBILE/ONLINE BANKING SERVICES YOU UNDERSTAND THAT YOU MUST HAVE ACCESS TO THE NECESSARY HARDWARE AND SOFTWARE TO VIEW, PRINT OR OTHERWISE ACCESS NECESSARY INFORMATION.

OUR WEBSITE IS [www.wpcu.coop](http://www.wpcu.coop). FOR MOBILE BANKING, PLEASE DOWNLOAD OUR MOBILE APPLICATION. IF AT ANY TIME YOU NO LONGER HAVE THE REQUIRED HARDWARE OR SOFTWARE TO RECEIVE MOBILE/ONLINE BANKING SERVICES, YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO IMMEDIATELY NOTIFY WPCU. IF WPCU CHANGES THE HARDWARE AND SOFTWARE REQUIREMENTS TO ACCESS MOBILE/ONLINE BANKING SERVICES, AND IT MAY CREATE A MATERIAL RISK THAT YOU WILL NO LONGER BE ABLE TO ACCESS OR RETAIN SUBSEQUENT ELECTRONIC COMMUNICATIONS, WPCU WILL NOTIFY YOU AND YOU WILL BE ABLE TO WITHDRAW YOUR CONSENT WITHOUT THE IMPOSITION OF A FEE.

eStatements: You will be able to select eStatements/eNotices and change your preferences to enroll in electronic delivery of your periodic statements and notices. If you enroll, you will receive your periodic account statements and notices electronically and the provisions of this ELECTRONIC COMMUNICATION DISCLOSURES AND E-SIGN ACT CONSENT AGREEMENT section applies. If you un-enroll in eStatements, you will receive your periodic account statements in paper form. You will have the ability to change the eStatements option at any time through ONLINE BANKING or the MOBILE APP.

## ELECTRONIC SERVICES TERMS AND CONDITIONS

The words “you,” “your,” and “yours” refer to the Wright-Patt Credit Union, Inc. member(s) jointly and severally. The words “we,” “us,” “our” “WPCU” and “Credit Union” refer to Wright-Patt Credit Union, Inc.

This Electronic Services Agreement and Disclosure Statement (hereinafter “Agreement”) contains your rights and responsibilities concerning the transactions you make for Consumer and Business Accounts using our Electronic Services. To obtain access to Electronic Services, you must register and be approved by us. For access to Electronic Services, you must have a WPCU share account in good standing. To enroll in the BILL PAY SERVICES, you must have an open checking account in good standing associated with the share account used for MOBILE/ONLINE BANKING Services. Custodian accounts have inquiry access only. You will be bound by this Agreement with your first use of any Electronic Services.

### I. DEFINITIONS



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“Account(s)” means a business and/or personal, family or household share, share certificate, checking, savings, money market, or other share deposit account that you have with us.

“Account Access” means your ability to access account and transaction information on Accounts, and transfer funds between Accounts, through the Internet.

“Account Agreement” means all agreements between you and us that govern the use of your Account, including, but not limited to, the Membership and Account Agreement, your individual Account Disclosures, any Funds Availability Disclosure, Electronic Fund Transfers Disclosure, line of credit agreement, credit card agreement, General Fee Schedule, Business General Fee Schedule, Electronic Fee Schedule, and any applicable business-related agreements, including but not limited to the Business Account Addendum Membership and Account Agreement.

“BILL PAYMENT Processor” means FIS, Inc., the third-party provider of our BILL PAY SERVICES.

“BILL PAY SERVICES” and “BILL PAY” means our services that allow you to pay or transfer funds to a designated Payee or Payees and related services based upon your instructions to us via the Internet.

“Business Account” means an Account owned by a Business, meaning any person or entity other than a Consumer that has an Account with respect to which Electronic Services are requested.

“Business Day” means every weekday that we are open for business, Monday through Friday, except federal holidays, or as otherwise posted by WPCU.

“Consumer” means a natural person who has an Account primarily for personal, family, or household purposes.

"Designated BILL PAY Account" means the share draft (checking) account that you have with us that will be debited for electronic payments (or payments issued by check) made by you to Payee(s). You may not designate a share (savings) account or money market account to be debited for electronic payments under the BILL PAY SERVICES.

“Deliver By Date” means the date that the Transfer is scheduled to arrive at the intended Payee’s location. This date must be the same or prior to the payee’s due date in order to be eligible for the BILL PAY Payment Guarantee. Grace Period timeframes are not applicable.

“Electronic” means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.



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“Electronic Messaging” means a secure messaging system you can access by logging into MOBILE/ONLINE BANKING.

“Electronic Services” means access to MOBILE/ONLINE BANKING, BILL PAY SERVICES, and other electronic services provided by WPCU.

“MOBILE/ONLINE BANKING,” “MOBILE” and/or “ONLINE BANKING” means electronic banking available through our website and/or mobile application, as applicable.

“Multi-Factor Authentication” and “MFA” means our multi-factor authentication security product.

“Payee” and “Payees” mean any individual(s), financial institution(s), company(s), merchant(s) or other business entity or entities in the United States or Territory thereof that you wish to pay using BILL PAY SERVICES.

“Transfer(s)” means any electronic transaction, including, but not limited to, a deposit, withdrawal or BILL PAY payment made electronically, including check payments made through BILL PAY.

## II. SERVICES

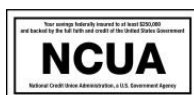
WPCU’S Electronic Services allow you to access information and initiate transactions from your Accounts via desktop computer, mobile device, tablet, or other permitted electronic means. Some Electronic Services may not be available for certain Accounts or members. WPCU has the right to modify, suspend, or cancel any Electronic Service(s) or methods of accessing Electronic Services at any time without notice to you, at our discretion, except as may be required by applicable law. Some Electronic Services may have fees associated with them that are not included in our General Fee Schedule, Business General Fee Schedule or pricing associated with your Account. Information regarding these fees will be included in Schedule 1 to this Agreement or within the applicable service. Please review the fees prior to using the service. Some of the Electronic Services may be provided by a third-party service provider. The third party may contact you directly in certain circumstances, such as regarding the services you selected or for collection purposes.

## III. SETUP AND USE OF MOBILE/ONLINE BANKING

**YOUR USERNAME.** During the initial registration process, you will be asked to create a Username which will be used for subsequent logins.

**YOUR PASSWORD:** During the initial registration process, you will be asked to create a password which will be used for subsequent logins.

**MULTI-FACTOR AUTHENTICATION.** After you have selected a Username and Password during the registration process, you will be required to enroll in Multi-Factor Authentication. To enroll in Multi-Factor Authentication, you will be required to have a valid phone number where a verification code may be sent. A valid e-mail address can also be used for ONLINE BANKING



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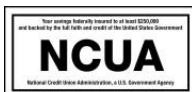
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registration. You may be prompted with Multi-Factor Authentication when you access MOBILE/ONLINE BANKING from a computer that is designated as a public device.

#### **IV. MOBILE/ONLINE BANKING SERVICES**

- A. MOBILE/ONLINE BANKING Access.** You must first register for MOBILE/ONLINE BANKING, subject to our approval. Thereafter, you must use your Username and Password to obtain access to MOBILE/ONLINE BANKING. With MOBILE/ONLINE BANKING, you can perform transactions such as (some transactions may be limited using MOBILE BANKING):
- a. View balances and other information on your Accounts; view balances and other information on your personal and business line-of-credit accounts; Home Master Equity Line-of-Credit accounts, Home Master Second Mortgage loans, and other consumer and business loan accounts (excluding WPCU Credit Cards) (“Loan Accounts”). You may view transaction history and additional information on WPCU Credit Cards, and balance information on first mortgage loans and additional mortgage information, using a separate link within MOBILE/ONLINE BANKING.
  - b. Make transfers between your Accounts and from your Accounts to pay your Loan Accounts and WPCU Credit Cards.
  - c. Initiate advances from your eligible personal line-of-credit and Home Master Equity Line-of-Credit accounts, to be deposited into your Accounts.
  - d. View recent transaction activity on your Accounts and Loan Accounts.
  - e. Download selected transactions from your Accounts and Loan Accounts to personal financial management software such as Quicken®, QuickBooks®, and Microsoft Money®; as well as download selected transactions from your Accounts and Loan Accounts into a spreadsheet such as Microsoft Excel®.
  - f. Make transfers from your Accounts into other members’ accounts at WPCU that you have linked to your Accounts.
  - g. Change your mailing address, e-mail address, and login security options.
  - h. Place a stop payment on a check that you have written. You cannot place a stop payment order on an official check.
  - i. Change your MOBILE/ONLINE BANKING Password and Username.
  - j. **BILL PAY SERVICES.** WPCU HAS ENTERED INTO A SEPARATE AGREEMENT WITH A THIRD-PARTY SERVICE PROVIDER FOR THIS SERVICE. WPCU DOES NOT PROVIDE THE SERVICE DIRECTLY AND SPECIFICALLY DOES NOT MAKE ANY WARRANTIES CONCERNING THE BILL PAY SERVICE.
  - k. **Mobile and Remote Deposit Services.** To use mobile and/or remote deposit services, you must accept the Mobile and Remote Deposit Services Disclosure and Agreement Addendum to this Agreement (“Mobile Deposit Agreement”). The Mobile Deposit Agreement supplements this Agreement governing your use of mobile and remote deposit services. WPCU HAS ENTERED INTO A SEPARATE AGREEMENT WITH OUR THIRD-PARTY SERVICE PROVIDER FOR MOBILE AND REMOTE DEPOSIT SERVICES. WPCU DOES NOT PROVIDE THE SERVICE DIRECTLY AND SPECIFICALLY DOES NOT MAKE ANY WARRANTIES CONCERNING MOBILE AND REMOTE DEPOSIT SERVICES.



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1. Additional electronic services may be provided by WPCU or its third-party service providers, subject to availability, including, but not limited to, viewing your WPCU Credit Card transaction history and details, external transfers, payment services, money management services, online notary, card management, and account application/opening and maintenance services.

**B. Limitations on MOBILE/ONLINE BANKING.** We will not be required to complete a withdrawal or transfer from your Accounts if you do not have enough money in the designated Account to cover the transaction. However, we may complete the transaction at our discretion. You agree not to use MOBILE/ONLINE BANKING to initiate a transaction that would cause the balance in your designated Account to go below zero. If you have a line-of-credit, you agree not to use MOBILE/ONLINE BANKING to initiate a transaction that would cause the outstanding balance of your line-of-credit to go above your credit limit. We will not be required to complete such a transaction, but if we do so, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately upon our request. We also will refuse to complete your MOBILE/ONLINE BANKING transactions if we have canceled or suspended your MOBILE/ONLINE BANKING access, or we cannot complete the transaction for security reasons.

**C. MOBILE/ONLINE BANKING Fees.**

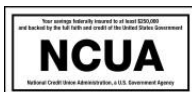
- a. There is no monthly service fee for use of MOBILE/ONLINE BANKING.
- b. Other fees may be charged to your Account per the General Fee Schedule or Business General Fee Schedule.
- c. If funds are not available in your Account to pay the fees described above, the amount of the fees will be deducted from your share Account.

**D. Preauthorized Payments.** You may schedule preauthorized payments.

**V. BILL PAY SERVICES**

**A. Set-Up and Use of BILL PAY Services**

- a. **Eligibility:** In order to use BILL PAY, you must have an open share (savings) and checking account with us and be registered for MOBILE/ONLINE BANKING.
- b. **Access:** BILL PAY is generally accessible 24 hours a day, seven days a week, except for reasonable periods, on a daily basis, for system maintenance. Under no circumstances will we be liable for any failure to provide access to BILL PAY SERVICES. We may modify, suspend, or terminate access to the BILL PAY SERVICES at any time and for any reason without notice or refund of any fees.



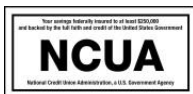
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## B. BILL PAY SERVICES

- a. **General:** You may use BILL PAY to make payments from your Designated BILL PAY Account to Payees in the United States. These activities are limited to the extent noted herein and in the Account Agreement governing your Account. Through BILL PAY, you can pay bills either on an automatic, recurring basis, or periodically as you request. It is your responsibility to cancel, skip, reschedule, or revise a scheduled payment as necessary. You must provide us with the name and address of each Payee, your account/reference number (if any) with that party and any other information we require to properly debit your Designated BILL PAY Account with us and credit your account with the Payee. We can refuse or cancel any Payee or any payment at any time for any reason. **PROHIBITED PAYMENTS:** You may not make any alimony, child support, tax, or other governmental or court-ordered payment using BILL PAY. If you wish to add or delete a Payee, you may make these changes by accessing the BILL PAY SERVICES. It is your responsibility to manage your Payees and maintain accurate Payee information. You authorize us to make all changes you submit through the MOBILE/ONLINE BANKING and BILL PAY SERVICES or that are submitted by any other person accessing the BILL PAY SERVICES with your correct Username and Password. You authorize our BILL PAY Processor to modify the Payee information as needed to comply with the requirements of the Payee. Our BILL PAY SERVICES allow you to:
- i. View BILL PAYMENT authorizations and history details
  - ii. Issue one-time and recurring payments to pay balances on accounts with other institutions and individuals
  - iii. Receive e-bills if supported by the Payee
  - iv. Set-up and receive e-mail notifications.
- b. **BILL PAY Requirements and Limitations on Dollar Amounts:** When you sign up for BILL PAY SERVICES, you must designate an Account with us as your Designated BILL PAY Account for use in connection with BILL PAY SERVICES. By using BILL PAY, you may make a bill payment ("BILL PAY Payment(s)") daily in any amount between \$1.00 and \$9,999.99; however, the total daily amount of all BILL PAY Payments combined shall be no greater than \$19,999.99. When you schedule a BILL PAY Payment, you authorize us to withdraw the necessary funds from the Designated BILL PAY Account. We may refuse to act on your instruction if sufficient funds are not available in your Designated BILL PAY Account on the date we attempt to process payment. We reserve the right to enforce minimum and maximum payment amounts different from those listed herein.
- c. **Processing BILL PAY Payments:** When scheduling a BILL PAY Payment, you select the Deliver By Date. We deduct the amount of your transaction from your Designated BILL PAY Account on the Deliver By Date if the BILL PAY Payment is processed electronically. BILL PAY Payments processed by check may be mailed before the selected Deliver By Date and will be deducted from your Designated BILL PAY Account when the Payee negotiates the check (see



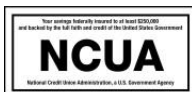
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this Section (e) below for additional information). You are responsible for reporting errors in accordance with Section VI (I) herein (Consumers only) or your Account Agreement. In the event the payment is not received by the Payee by the Deliver By Date and you are charged a late fee, our BILL PAY Processor will research the issue directly with your Payee. If all information provided by you, such as the Payee information, account information, etc., is correct, and the Deliver By Date is the same day or prior to the Payee's due date, our BILL PAY Processor will work with the Payee to waive the late fees. In the event a late payment is attributable to a processing error and not your error, our Bill Pay Processor will reimburse you for any late fees incurred that are not waived by the Payee, up to a maximum of \$50.00 per BILL PAY Payment. Please note that mail delay is out of our BILL PAY Processor's control, and late fees will not be reimbursed for such delays. Mail delay is defined as payments that are set up with the correct Payee name, account number and address, sent in time for posting based on our BILL PAY Processor's payment system, but that arrive and post after the Deliver By Date. Delivery by the end of a Payee's grace period, as applicable, will void the payment guarantee with our BILL PAY Processor and will result in the denial of reimbursement.

- d. **Payees:** For all Payees, you must enter your account/reference number and address as they appear on the relevant payment stub or invoice. Occasionally, a Payee may choose not to participate in the BILL PAY SERVICES or may require additional information before accepting payments electronically. We will work with these Payees to encourage them to accept an electronic payment or check from us. If we are unsuccessful, we may decline to make BILL PAY Payments to that Payee. We may refuse or cancel any Payee or any payment at any time for any reason.
- e. **How BILL PAYMENTS Are Made:** Based on the information you have provided to us regarding the Payee, we process BILL PAY Payments by either sending an electronic transaction to the Payee or by mailing a check to the Payee. Electronic payments are generally received and credited by most Payees within three Business Days. All checks are mailed through the U.S. Postal Service. Check payments are generally received and credited by most Payees within five to seven Business Days. WPCU cannot control when a check will be presented to a Payee, and it is possible for a check to be presented before the due date. It is your responsibility to ensure you have sufficient funds available in your account to pay all requested BILL PAY Payments, no matter the method of payment. If you do not, you may incur fees such as overdraft fees or returned item fees.
- f. **Cancelling BILL PAY Payments:** You may cancel a scheduled BILL PAY Payment, provided the request is made prior to payment processing. To cancel, you must go to the Scheduled Payments area in BILL PAY and follow the instructions regarding cancellation. Scheduled payments can be cancelled up to the time of payment processing. In-process payments cannot be cancelled, except as provided below. Expedited BILL PAY Payments cannot be cancelled. Once in-process, BILL PAY Payments made by check may be stopped in accordance with our stop payment procedures for checks. See your Important Account Information for stop payment terms and conditions.



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**C. Limitations on BILL PAY SERVICES.** BILL PAYMENT SERVICES may be revoked at any time. In the event we return a BILL PAY Payment as uncollected to our BILL PAY Processor, you agree to pay any insufficient fund (NSF) fees charged to your Designated BILL PAY Account. You will be sent an insufficient funds notice in paper or by e-mail notification/eNotice. As part of the recollection process, our BILL PAY Processor may block your access to the BILL PAY SERVICES and cancel any scheduled payments that are set up on the Designated BILL PAY Account for each day the block is in place. A payment cancellation e-mail will be sent to you for the BILL PAY Payments canceled during the block time. Our BILL PAY Processor will attempt to recollect payment two (2) additional times from your Designated BILL PAY Account, which could result in additional WPCU Fees being charged to you. Our BILL PAY Processor will also attempt to contact you via phone to collect the funds owed. Once the funds have been collected by our BILL PAY Processor, the block on your Designated BILL PAY Account may be removed after a three (3) Business Day hold time. At that point, any scheduled and recurring payments set to process after the hold release will then process as scheduled.

**D. Fees for BILL PAY SERVICES.** For the fees applicable to your BILL PAY SERVICES, refer to the "MOBILE/ONLINE BANKING and BILL PAY Fee Schedule" attached as Schedule 1 to this Agreement. You agree to promptly pay all fees and charges for BILL PAY SERVICES when rendered and authorize us to debit your Designated BILL PAY Payment Account.

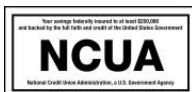
## **VI. ADDITIONAL TERMS & CONDITIONS APPLICABLE TO ALL ELECTRONIC SERVICES**

### **A. Consumer Liability for Unauthorized Transactions**

- a. **Tell us AT ONCE if you believe your card or password/PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your savings or credit account if you have a checking account with our overdraft protection option). If you tell us within 2 business days after you learn of the loss or theft of your card or password/PIN, you can lose no more than \$50 if someone used your card or password/PIN without your permission.**

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or password/PIN, and we can prove we could have stopped someone from using your card or password/PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good



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(937)912-7000 | (800)762-0047 | TTY (800)750-0750 | [www.wpcu.coop](http://www.wpcu.coop)



reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- b. **Contact in Event of Unauthorized Transfer:** If you believe your card or password/PIN has been lost or stolen, call: (937) 912-7000 or (800) 762-0047 or TTY (800) 750-0750 or write: Wright-Patt Credit Union, Fraud Risk Management, 3560 Pentagon Boulevard, Beavercreek, Ohio 45431-1706.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

- c. **Business Days:** For purposes of these disclosures, our business days are Monday through Friday, excluding Federal Holidays.

**B. Limitations on Frequency of Transfers.** We reserve the right to impose limitations for security purposes at any time.

**C. Limitations on Dollar Amounts of Transfers.** We reserve the right to impose limitations for security purposes at any time.

**D. Fees.** We reserve the right to impose fees and to change fees upon notice to you. Please see Schedule 1 and the General Fee Schedule and Business General Fee Schedule for additional fee information.

**E. Confidentiality.** We will disclose information to third parties about your Account or the transfers you make:

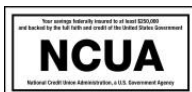
- a. Where it is necessary for completing transfers, or
- b. In order to verify the existence and condition of your Account for a third party, such as a credit bureau, or merchant, or
- c. In order to comply with government agency orders, or
- d. If you give us written permission.

**F. Right to Receive Documentation**

- a. **Preauthorized Credits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (937) 912-7000 or (800) 762-0047 or TTY (800) 750-0750 to find out whether or not the deposit has been made.
- b. **Periodic Statements:** You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

**G. Preauthorized Payments.** (Consumer Accounts Only) You may make arrangements for certain bills from your Account. Preauthorized payments from your Account may include, but are not limited to, insurance company premiums, installment loan payments to other financial institutions, or utility payments.

- a. **Right to Stop Payment and Procedure for Doing So:** If you have told us in advance to make regular payments out of your account, you can stop any of these



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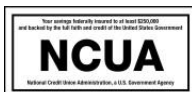
payments. Here's how:

- i. Call or write us at the telephone number or address provided at the bottom of this Agreement, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.
- ii. Give us your name and account number, the name of the person receiving the payment, the amount of the payment, and the date on which it is scheduled to be made. We will charge you the amount listed in our General Fee Schedule and Business General Fee Schedule for each stop-payment order you give.
- b. **Notice of Varying Amounts:** If preauthorized payments from your account may vary in amount, the person you are going to pay will tell you in writing, 10 days before each payment, when it will be made and how much it will be.
- c. **Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses of damages.

**H. WPCU's Liability.** You will be responsible for any payment or transfer request you make that contains an error or is a duplicate of another. WPCU and its third-party providers are not responsible for a payment or transfer that is not made if you did not properly follow the applicable instructions or provide correct information. You should promptly notify us of any errors related to Electronic Services, including, but not limited to, if you have not received credit from a Payee for a payment or in the event of a transfer error. Errors must be reported in accordance with this Agreement and your Account Agreement.

If you provide us with timely, complete, correct, and accurate information and we do not then accurately complete a Bill Pay Payment from your Designated Bill Pay Account, if we fail to cancel a transaction as properly requested, or if we do not complete a transfer to or from your Account on time or in the correct amount according to our Account Agreement with you, including this Agreement, we will be liable for your losses or damages. Notwithstanding the foregoing and unless otherwise required by law, our sole responsibility for an error will be to correct the error and in the case of a Bill Pay Payment, we will only be responsible for late fees in the amount set forth in this Agreement. There are some exceptions to our liability for processing transactions on your Account, including your Designated Bill Pay Account. For example, we will not be liable:

- a. If through no fault of ours, you do not have enough money in your Account to make the transfer.
- b. If the transfer would go over the credit limit on your overdraft line, if any.
- c. If the systems applicable to Electronic Services were not working properly due to the failure of electronic or mechanical equipment or communication lines or other interconnect problems, normal maintenance, unauthorized access, theft, or operator errors.
- d. If the funds in the Account are restricted by legal process, assignment, claim, encumbrance, or other restrictions on withdrawal.
- e. If circumstances beyond our control, including, without limitation, natural



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disasters (such as fire or flood), delays by the U.S. postal service or electronic remittance networks, or a Payee or recipient's processing issues, prevent the transfer despite reasonable precautions taken by us.

- f. If you have not provided us with complete and correct information, including, without limitation, the name, address, account number and payment amount for the Payee.
- g. If you have not properly followed instructions for using Bill Pay Services.
- h. If your operating system or software was not properly installed or functioning properly.
- i. If the transaction is prevented by policies, rules, or limitations imposed by us, from time to time, such as minimum balance requirements or verification and collection of deposits.
- j. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- k. As otherwise stated in your Account Agreement.

**I. In Case of Errors or Questions About Your Electronic Transfers (Consumer Accounts Only).**

In Case of Errors or Questions About Your Electronic Transfers Telephone us at (937) 912-7000 or (800) 762-0047 or Write us at P.O. Box 340134, Beavercreek, OH 45434-0134, or E-mail us at [ContactUs@wpcu.coop](mailto:ContactUs@wpcu.coop) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and Account number.
- b. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error, or why you need more information.
- c. 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 10 Business Days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 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 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.



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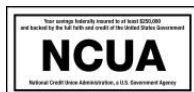
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We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**J. Authorized Use of Electronic Services By Other persons.** We identify you by your Username and Password and any other reasonable means we deem necessary or appropriate. To prevent unauthorized access to your accounts, you agree to protect and keep confidential your Username, Password, account number and other means of accessing your account. We are entitled to act on transaction instructions received using your Username and Password and you agree that use of your Username and Password will have the same effect as your signature authorizing the transaction. If you authorize other persons to use your Username and Password in any manner, said authorizations will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization. You are responsible for any transactions made by such persons until you notify us that transactions by that person are no longer authorized and we have a reasonable opportunity to act on your notice. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. Nothing herein shall be construed as limiting or reducing our responsibilities and obligations to you in accordance with applicable law and regulation. We may suspend or cancel your Username or Password if we suspect your Username or Password is being used in an unauthorized or fraudulent manner.

**K. Additional Provisions Applicable to Business Accounts Only.**

- a. You agree that we may send notices and other communications, including Password confirmations, to the current address shown on our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that WPCU will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to (a) keep your Username or Password secure and strictly confidential, providing it only to authorized signers on your accounts; (b) instruct each person to whom you give your Username or Password that he or she is not to disclose it to any unauthorized person; and (c) immediately notify us and select a new Username or Password if you believe your Username or Password may have become known to an unauthorized person. Contacting us right away will help you reduce possible losses. Telephoning us is the best way to notify us. Call us or write to us at the telephone number or address set forth in Section VI(A)(b) (above).
- b. If you share any Account or Account access information, you assume all risks and monetary losses that may arise. Transactions initiated by using your Username and Password will be considered as having been authorized by you and constitutes your legal permission, authorization, and signature to perform transactions requested. We will have no liability to you for any loss, claim,



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or damage even if your Username or Password is lost, stolen, or obtained or retained by a person not authorized by you to initiate electronic funds transfers.

- c. By using MOBILE/ONLINE BANKING and BILL PAY SERVICES you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures. For payment requests from Business Accounts, which are subject to the Ohio Revised Code Chapter 1304 (“UCC Article 4A”), we are liable only for damages required to be paid under UCC Article 4A as adopted by the state of Ohio.

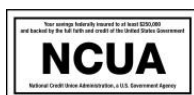
#### **L. Disclaimer of Warranties**

ALL CONTENT, PRODUCTS, AND SERVICES AVAILABLE ON OR THROUGH OUR WEBSITE OR MOBILE APPLICATION ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, COMPLETENESS, ACCURACY OR FREEDOM FROM VIRUSES OR OTHER HARMFUL OR MALICIOUS CODE, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

#### **M. Additional Limitation of Liability**

WPCU AND ITS SERVICE PROVIDERS MAY DISCONTINUE OR MAKE CHANGES IN THE INFORMATION, PRODUCTS OR SERVICES DESCRIBED HEREIN AT ANY TIME WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO YOU. WE RESERVE THE RIGHT TO DISCONTINUE ANY OR ALL ELECTRONIC SERVICES WITHOUT PRIOR NOTICE TO YOU.

IN NO EVENT WILL WE, OR ANY OF OUR SUBSIDIARIES OR AFFILIATES, OR SERVICE PROVIDERS, BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE, OR OTHER DEFECT IN OUR WEBSITE OR MOBILE APPLICATION, ANY INCOMPATIBILITY BETWEEN OUR WEBSITE/MOBILE APPLICATION AND YOUR FILES AND BROWSER, ANY LOSS OR DAMAGES INCURRED BY YOU BY THE TRANSMISSION OF YOUR PASSWORD, PIN, ACCESS CODE OR DEVICE OR OTHER PERSONAL INFORMATION BY YOU OR ANYONE BESIDES WPCU, OR ANY OTHER PROBLEMS EXPERIENCED BY YOU DUE TO CAUSES BEYOND OUR REASONABLE CONTROL. NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR REDUCING OUR RESPONSIBILITIES AND OBLIGATIONS TO YOU REQUIRED BY APPLICABLE LAWS AND REGULATIONS.



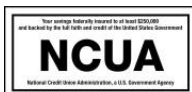
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UNDER NO CIRCUMSTANCES WILL WPCU OR ANY OF OUR SUBSIDIARIES OR AFFILIATES, OR SERVICE PROVIDERS BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITY OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE ELECTRONIC SERVICES OR ANY PORTION THEREOF, REGARDLESS OF WHETHER WPCU HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

BY IDENTIFYING SPECIFIC DEVICE, HARDWARE, OR SOFTWARE REQUIREMENTS FOR USE WITH THE ELECTRONIC SERVICES, WPCU, ITS AFFILIATES, AND SERVICE PROVIDERS DO NOT RECOMMEND, ENDORSE OR MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE PERFORMANCE OR OPERATION OF SUCH DEVICE, HARDWARE, OR SOFTWARE OR THE PERFORMANCE OR OPERATION OF THE ELECTRONIC SERVICES THEREON. YOU ARE RESPONSIBLE FOR THE SELECTION OF YOUR DEVICE, HARDWARE, AND SOFTWARE, AND FOR ALL ISSUES RELATING TO THE PERFORMANCE, OPERATION, AND COSTS ASSOCIATED THEREWITH.

- N. Stop Payments.** The transactions you make on MOBILE/ONLINE BANKING and BILL PAY SERVICES are “real time” transactions and cannot be canceled except as provided herein. If you use BILL PAY SERVICES or transfer money into a third-party account, transfer money into your Accounts, or make payments on your Loan Accounts, you will not be able to reverse that transaction. You can use MOBILE/ONLINE BANKING to place a stop payment order on any check drawn on your Account. See your Important Account Information for additional terms and conditions related to stop payment orders. You agree that the stop payment order fee listed on the General Fee Schedule or Business General Fee Schedule, as applicable, will be deducted from your Account.
- O. Amendments.** WPCU may change or amend this Agreement at any time, including, without limitation, adding, deleting, or amending terms or services. We will notify you of such changes by mail or electronically. If you initiate a transaction through Electronic Services after the effective date of a change, you indicate your agreement to the change.
- P. Notices.** All notices from us will be effective when we have mailed them or delivered them to the last Address that we have for you in our records. We may also send notices to you by Electronic Messaging. Notices from you will generally be effective once we receive them at Wright-Patt Credit Union, Inc., 3560 Pentagon Blvd., Beavercreek, OH 45431-1706, Attention: **MOBILE/ONLINE BANKING SERVICES**. Except as otherwise provided herein, you may use Electronic Messaging to contact us about inquiries, maintenance and/or some problem resolution issues. Even though it is a secure messaging system, we do not recommend that you



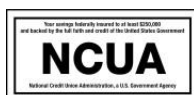
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send confidential personal or financial information. There may be times when you need to speak with someone immediately. In these cases, **do not use Electronic Messaging**; instead, call our **Contact Center** at **1-937-912-7000** or **1-800-762-0047**.

- Q. Use of Cookies.** The MOBILE/ONLINE SERVICES require cookies to be enabled; however, the cookie does not contain Username or Password information.
- R. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Your existing Account relationships shall continue to be governed by and construed in accordance with your Account Agreement. If any term of this Agreement cannot be legally enforced, this Agreement is to be considered changed to the extent necessary to comply with the law.
- S. Waiver.** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We may agree in writing to waive a provision of this Agreement, including a fee. We may revoke any waiver.
- T. Headings.** Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section.
- U. Unlawful or Prohibited Use.** You agree and warrant to WPCU that you will not use any Electronic Service(s) for any unlawful purpose, including, but not limited to, unlawful internet gambling, or in any manner not permitted by the terms and conditions of this Agreement and all applicable Addendums, or your Account Agreement. Without limiting the above, you agree that you will comply with all federal and state laws, rules, and regulations applicable to Electronic Services and you will not engage in any conduct that would violate our, or our Service Providers' rights in the Electronic Services.
- V. Ownership of Website and MOBILE Application.** All content on our website is copyrighted by Wright-Patt Credit Union, Inc., except as otherwise expressly stated, and the unauthorized use, reproduction, linking or distribution of any portion is strictly prohibited. All information, including designs, content and images, related to MOBILE/ONLINE BANKING is owned by our third-party service providers, us and/or licensed to us. All information, including designs, content and images, related to BILL PAY is owned by our third-party service providers, us and/or licensed to us. Other trademarks logos and service marks ("Marks") displayed on this website to identify the source of services and products are our property or the property of their respective third-party owners. All information and content including any software programs available on or used to access this website ("Content") is proprietary to their respective owners. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any of the Marks or Content available on or through this website for commercial or public purposes.

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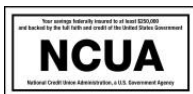


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available through this website. We reserve the right to disable any unauthorized links or frames and specifically disclaim any responsibility for the content available on any other Internet sites linked to this website. Accessing any other Internet sites linked to this website is at your own risk. WPCU has no control over the content of non-WPCU sites. WPCU does not guarantee the accuracy or authenticity of any documents or material on the Internet. You should be aware that linked Internet sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on this website. We are not responsible for such provisions and expressly disclaim all liability related to such provisions.

All other provisions hereof notwithstanding, postings by a user on any message board or in any chat room will not be protected as confidential and we may use and provide information contained in any such postings (including any ideas, concepts, know-how or other intellectual property) to any of our subsidiaries and/or affiliates for any purpose whatsoever and as deemed appropriate by us.

**BY ACCESSING OR USING ELECTRONIC SERVICES, YOU AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, ALL APPLICABLE ADDENDUMS, AND YOUR ACCOUNT AGREEMENT. IF YOU DO NOT ACCEPT AND AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO ACCESS OR USE ANY ELECTRONIC SERVICES.**



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**Schedule 1**  
**WPCU MOBILE/ONLINE BANKING and**  
**BILL PAY Fee Schedule**

**WPCU MOBILE/ONLINE BANKING**

Account Access	FREE
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**BILL PAY SERVICES**

Consumer & Business Accounts	FREE
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**EXPEDITED BILL PAY FEES**

Electronic	\$ 4.99
Check (Overnight Delivery)	\$24.99

**MISCELLANEOUS SERVICE PROVIDER FEES**

Return item fee	\$ 9.00 each
Bill Payment photocopies (per item)	\$ 6.00 each

Other specific Account fees are contained in the Account Disclosures or in the General Fee Schedule or Business General Fee Schedule, as applicable.

**THANK YOU FOR USING MOBILE/ONLINE BANKING AND BILL PAY. FOR  
DETAILS RELATING TO OTHER ONLINE SERVICES SEE THE APPLICABLE  
ADDENDUM AVAILABLE FROM THIS WEBSITE OR WITHIN  
MOBILE/ONLINE BANKING**



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