

HUTCHINSON POSTAL & COMMUNITY CREDIT UNION MEMBER ACCESS AGREEMENT AND DISCLOSURE

www.hutchpccu.com

This Agreement sets out the rights and obligations of a user of the HPC Member Access transactional service (also known as Virtual Branch and hereby referred to as "Service"). It describes the rights and obligations of Hutchinson Postal & Community Credit Union ("Credit Union"). Please read this Agreement carefully. **By using this service you agree to be bound by the following agreement and disclosure.** You will receive a written copy of this document upon successful enrollment. You will, also, be responsible for any subsequent changes to this agreement after you have been given thirty (30) days written notice of the changes. The written notice can be either posted to the Hutchinson Postal & Community Credit Union Member Access site or included with your monthly statement.

DEFINITIONS

The following definitions apply in this Agreement. "Member Access" is the Web-based transactional service providing access to your Credit Union account(s); "Online Account" means any account from which you will be conducting transactions using this Service; and "Password" is the member-generated code selected by you after the initial sign-on, that establishes your connection to the Service. "Time of day" references are to Central Standard Time or (CST), as applicable. "Transaction Date" means the day on which your transaction took place. Any "We", "Us", or "Credit Union" refers to Hutchinson Postal & Community Credit Union which offers the Service, and which holds the accounts accessed by the Services. "Authorized Use" is use of the system by anyone using your "Password", who you have given the password, or to whom you have made the password available.

1. Account Requirements

In order to subscribe to the Service, you must have at least one active account with Hutchinson Postal & Community Credit Union. You may also include other HPC accounts such as checking, savings, certificates of deposit or loan accounts. Member Access transaction access is not available on any account for which two signatures are required for withdrawals or loans. Use of the service will be subject to the underlying deposit account or loan account agreement for each Account.

2. Hardware and Internet Use

- a. **Technical Requirements.** In order to use the service, you will need access to the Internet. Failure of your equipment to access the Internet, or any failure on your system that causes a problem with your transactions are risks that are accepted by you. We will make an effort to assist you in determining whether there is a system incompatibility problem between your system and ours, but ultimately the problems with any incompatibility is a responsibility you accept.
- b. **No Liability.** We are not responsible for any error, damage or other loss you may suffer due to the malfunction or misapplication of any software or system you use, including without limitation, any web browser, any Internet Service Provider, or any equipment you may use, including, without limitation, telecommunication's facilities, computer hardware and modem. You are solely responsible for the set-up and maintenance of your computer, modem, or other access devices. Except as specifically required in this Agreement or by applicable law, you agree that we will not be liable for any damage, whether direct, indirect, special or consequential or otherwise, including economic, property, personal, or other loss or injury whether caused by hardware or system wide failure, whether due to a virus or other disabling routine, or otherwise, or resulting from the installation, use, or maintenance of the equipment, or other items necessary to access or use the service.

3. Availability of Service

The Service is available 24 hours a day, seven (7) days a week, except during special maintenance periods or during unforeseen system outages.

4. Access to Services

The Credit Union provides instructions on how to use the Member Access in the form of on-line help. You will gain access to your Online Accounts through the use of your Internet-enabled device, your Internet Service Provider, your Password (security code) and your User ID.

5. Use of your Password (security code).

You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. In order to protect yourself against fraud, you need to adhere to the following guidelines:

- A. Do not give out your account information, Password, or User ID.
- B. Do not leave your PC unattended while you are in the Credit Union's Web Site.
- C. Never leave your account information within range of others, and
- D. Do not send privileged account information (account number, password, etc.) in any public or general e-mail system.

6. If your Password has been lost or stolen.

If your Password has been lost or stolen, call the Credit Union immediately at (620) 662-8050 between the hours of 9:00 a.m. to 5:00 p.m. (CST), Monday through Friday. Calling the Credit Union is the best way of minimizing your losses. If you believe your Password has been lost or stolen, please use the Password Change feature within the Member Access Account Summary to change your Password. If you find that someone has changed your Password, call us immediately so that unauthorized transactions may be stopped.

7. Credit Union Transactions through Member Access.

1. **Fund Transfers Authorization** You may transfer funds between your Accounts that are checking or savings accounts in any amount equal to or greater than \$1.00 and less than \$10,000. When you request a fund transfer using the Service, you authorize us to

follow the transfer instructions and transfer the funds from the designated originating Account to the designated recipient Account. The "Transaction Date" is the date that the fund transfer is actually made. We deduct the amount of your fund transfer from the designated originating Account on the Transaction Date. We may refuse to act on your fund transfer instruction if sufficient funds, including funds available under any overdraft plan, are not available in your Account on the Transaction Date. Funds transferred to the designated recipient Account will be deemed deposited on the Transaction Date and will be available thereafter in accordance with our funds transfer availability policy.

2. Account Information The Account balance shown will be current as of the time you access it. The Account balance may include deposits still subject to verification by us and may not include deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges.

8. Electronic Mail (E-Mail).

If you send the Credit Union an e-mail message, the Credit Union will be deemed to have received it on the following business day. The Credit Union will have a reasonable time to act on your e-mail. You should NOT rely on e-mail if you need to communicate with the Credit Union immediately during regular business hours. Instead we advise you to speak with Credit Union personnel in person or by phone. Due to the non-secure nature of public e-mail systems, we request that you do not send us or ask for sensitive information such as account numbers, password, account information, etc. via any general or public E-mail system. If you wish to contact us in a secure electronic format, please use the "Contact Us" page on hutchpccu.com

9. Fee Schedule.

The Credit Union offers the benefits and convenience of Member Access transactions to you for free. If a fee is implemented, you will receive a thirty (30) day written notice.

10. Statements.

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. If your statement shows transfers that you did not make, notify the Credit Union immediately by calling (620) 662-8050, 9:00 a.m. to 5:00 p.m. (CST), Monday through Friday or writing the Credit Union at:

Hutchinson Postal & Community Credit Union 2306 N Main St. Hutchinson, KS 67502

If you do not notify the Credit Union within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if the Credit Union had been notified in time. If a good reason delayed you from contacting the Credit Union, the Credit Union may extend the time periods.

11. Your Responsibility.

In case of errors or questions regarding an Online Credit Union transaction, call (620) 662-8050, 9:00 a.m. to 5:00 p.m. (CST), Monday through Friday or write the Credit Union at:

Hutchinson Postal & Community Credit Union 2306 N. Main St. Hutchinson Kansas 67502

We must hear from you at the telephone number or address, listed above, no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number.
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information.
3. The dollar amount of the suspected error and date on which it occurred.

If the report is made orally, we will require that you send the complaint or question in writing within twenty (20) business days. We will notify you with the results of the investigation within ten (10) business days and will correct any error promptly. If more time is needed, however, we may take up to forty-five (45) days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) business days, we may not credit your account until the investigation is completed.

If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are twenty (20) business days (instead of ten) (10) and ninety (90) calendar days instead of forty-five (45) days.

If we determine that no error occurred, we will send you a written explanation within three (3) business days after the investigation is completed. You may request copies of the documents that were used in the investigation.

12. Our Responsibility.

If we do not properly 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 the amount of any losses or damages incurred by you and resulting directly from such failure. We will not be liable in the following instances:

1. If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with Credit Union policy.
4. If your funds are subject to legal process or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission, and you fail to notify the Credit Union immediately.
7. If you have not properly completed the transfer on-line.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement

with us, or if we or you terminate this agreement. There may be other exceptions stated in this Agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages. If any of the circumstances listed above occur, we will assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

13. Virus Protection.

The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

14. Disclosure of Information to Third Parties.

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

1. Where it is necessary for completing transfers. Or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant. Or,
3. In order to comply with government or court orders, or other reporting requirements. Or,
4. If you give us your written permission. Or,
5. Where through action of your own, information about your account has been put onto the Internet in an insecure manner. Or,
6. Credit Union affiliated companies.

15. Inactivity; Termination.

You are responsible for complying with all the terms of this Agreement and with the terms and conditions agreement and all other disclosures governing the deposit accounts, which you access, using electronic Credit Union services. We can terminate your electronic banking privileges under this Agreement without notice to you if:

1. You do not pay any fee required by this Agreement when due.
2. You do not comply with the agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the Services for any reason. We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 120-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service. To cancel the HPC Member Access Service, you must notify the Credit Union and provide your name and address. You may notify the Credit Union by one of the following methods:
 - a. By writing a letter and either sending it to the following address:
Hutchinson Postal & Community Credit Union 2306 N. Main St. Hutchinson, Kansas 67502 or
 - b. By giving it to any Hutchinson Postal & Community Credit Union Employee at the Credit Union's office.

16. Governing Law.

The laws of the State of Kansas and applicable federal law govern this Agreement.

HUTCHINSON POSTAL & COMMUNITY CREDIT UNION
2306 N. MAIN ST.
HUTCHINSON, KS 67502
620-662-8050
FAX: 620-669-9561

Account # _____ Member Name _____

Signature _____ Date _____

I request access to transfer funds to the following accounts: **(DEPOSITS ONLY--NO WITHDRAWALS)**

Acct# _____ Name of account owner _____

Acct# _____ Name of account owner _____

Acct# _____ Name of account owner _____

Acct# _____ Name of account owner _____