

WRIGHT-PATT CREDIT UNION INTERNET ACCOUNT ACCESS
AGREEMENT, OPTIONAL BILL PAY AGREEMENT AND DISCLOSURE STATEMENT

IMPORTANT: THE WRIGHT-PATT CREDIT UNION, INC. ("WPCU") INTERNET ACCOUNT ACCESS AGREEMENT ("HOME BANKING"), OPTIONAL BILL PAY AGREEMENT AND DISCLOSURE ("AGREEMENT") IS A LEGALLY BINDING CONTRACT. BY USING THIS ELECTRONIC SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND ANY ADDITIONAL TERMS AND CONDITIONS THAT WE MAY COMMUNICATE TO YOU AND YOU AGREE TO THE ELECTRONIC DELIVERY OF THIS AGREEMENT AND THE ELECTRONIC FUNDS TRANSFER DISCLOSURES. PLEASE READ THE ENTIRE AGREEMENT. YOU MAY WANT TO PRINT A COPY OR REQUEST A WRITTEN COPY FOR YOUR RECORDS.

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 EMAIL ADDRESS CHANGES (SEE CONTACT INFORMATION BELOW). AT ANY TIME, YOU MAY CANCEL ENROLLMENT IN HOME 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 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 HOME 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 EMAILED CORRESPONDENCE, WPCU WILL PROVIDE IT TO YOU AT NO COST TO YOU. TO RECEIVE HOME BANKING SERVICES YOU UNDERSTAND THAT YOU MUST HAVE ACCESS TO THE NECESSARY HARDWARE AND SOFTWARE TO VIEW, PRINT OR OTHERWISE ACCESS NECESSARY INFORMATION.

THE MINIMUM HARDWARE REQUIREMENTS ARE AN IBM-COMPATIBLE PC, OR APPLE COMPUTER, ANALOG MODEM OR OTHER INTERNET CONNECTION, MONITOR, AND PRINTER. THE OPERATING SYSTEM MUST BE AT LEAST WINDOWS XP SERVICE PACK 2, WINDOWS VISTA, WINDOWS 7 AND HIGHER, OR MAC OS X 10.5 OR HIGHER. THE MINIMUM BROWSER REQUIREMENTS ARE IE 8 ONLY, SAFARI 5.X OR HIGHER, FIREFOX 5.X OR HIGHER, OR GOOGLE CHROME 12.X OR HIGHER. IF AT ANY TIME YOU NO LONGER HAVE THE REQUIRED HARDWARE OR SOFTWARE TO RECEIVE HOME BANKING SERVICES, YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO IMMEDIATELY NOTIFY WPCU. IF WPCU CHANGES THE HARDWARE AND SOFTWARE REQUIREMENTS TO ACCESS HOME 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.

Dear Member:

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. (Collectively “Party” or “Parties”). This Agreement and Disclosure Statement (hereinafter “Agreement”) explains and describes the types of Electronic Funds Transfers that are available to you with our Online Internet Account Service (“**HOME BANKING**”). The Agreement also contains your rights and responsibilities concerning the **HOME BANKING** transactions you make for Consumer and Business Accounts, including Consumers’ rights under the Electronic Funds Transfer Act. In order to obtain access to **HOME BANKING and BILL PAY SERVICE**, you must register and be approved. For access to **HOME BANKING** you must have a WPCU share account in good standing. To enroll in the **BILL PAY SERVICE** you must have an open checking account in good standing on the same account that you have for **HOME BANKING**. Custodian accounts have inquiry access only. You will be bound by this Agreement with your first use of **HOME BANKING and/or BILLPAY SERVICE**.

I. DEFINITIONS.

“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 the Membership and Account Agreement, your individual Account Disclosures, any Funds Availability Disclosure, Electronic Fund Transfers Disclosure, line of credit agreement, credit card agreement and our General Fee Schedule and Electronic Fee Schedule.

“Account Number” means the basic account number established in your name. This does not contain any leading zeros and does not have any ending account IDs.

“Address” means either a physical address or an e-mail address.

“**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” means any person or entity other than a Consumer that has an Account with respect to which **HOME BANKING** services are requested.

“Business Account” means an Account owned by a Business.

“Business Day” means every weekday that we are open for business, Monday through Friday, except federal or state holidays.

“Consumer” means a natural person who has an Account for which **HOME BANKING** and **BILL PAY SERVICES** are requested primarily for personal, family, or household purposes. For Consumer disclosures it also includes sole proprietor Accounts.

"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.

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

“Electronic Messaging” means a secure messaging system you can access by logging into **HOME BANKING**.

“Electronic Services” means access to **HOME BANKING, BILL PAY SERVICES, Mobile Web and Mobile Apps**.

“FIS” means our third party Bill Payment Processor.

“**HOME BANKING**” means online banking, Mobile Web and Mobile Apps.

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

“Password” means the unique, confidential string of characters used for identification purposes in connection with the **HOME BANKING** and **BILL PAY SERVICES**.

“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 a deposit, withdrawal or bill payment made electronically.

“Username” means the unique string of characters that you keyed in during your enrollment in **HOME BANKING** and **BILL PAY SERVICES**.

II. SETUP AND USE OF HOME BANKING.

Please read the Agreement and retain for your records. If you are receiving this Agreement electronically, you may want to print this Agreement or save it for future reference.

YOUR USERNAME. During the initial registration process, you will be asked to create a Username which will be used for subsequent logins. This Username must be 8-16 characters in length and contain at least one (1) letter or one (1) symbol. Once entered and saved, your User Name can be changed via the online channel.

YOUR PASSWORD. To use HOME BANKING, you will be required to have a Password that is 8-16 characters long that must contain at least one (1) letter and must contain at least one (1) number, and must contain at least one (1) special character or symbol (a special character is any one of the following: ! @ # \$ % ^ & * _ + - = () [] { } | : ; ` , . / ?) which you must use in order to access HOME BANKING. Your password cannot be the same as your Username and cannot contain leading or trailing blanks. In addition, when changing your password, you may not reuse the last four (4) passwords. For security reasons, you must change your Password at the time of first use HOME BANKING. Passwords are case sensitive.

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. You will be prompted with Multi-Factor Authentication every time you access HOME BANKING or BILL PAYMENT SERVICES from a computer that is designated as a public device.

III. HOME BANKING SERVICES.

1. **HOME BANKING ACCESS.** Our Internet address is <https://www.wpcu.coop>. You must use your Username and Password to obtain access to HOME BANKING after the initial registration process is completed and you are approved. With HOME BANKING, you can perform the following transactions:
 - A. Obtain balances and other information on your Accounts; obtain balances and other information on your personal line-of-credit accounts; Home Master Equity Line-of-Credit accounts, Home Master Second Mortgage loans, and other consumer loan accounts including your WPCU Credit Card(s) that you have with us (“Loan Accounts”). You may obtain balance information on first mortgage loans and additional mortgage information using a separate link for loans serviced by Central Loan Administration and Reporting (CENLAR) which can be accessed through a separate link within HOME BANKING.
 - B. Make transfers between your Accounts and to make transfers from your Accounts to pay your Loan Accounts.
 - C. Obtain advances from your personal line-of-credit, Credit Card, and Home Master Equity Line-of-Credit accounts, to be deposited into your Accounts.

- D. Review up to the last 12 months 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 third party Credit Union Accounts that you have linked to your Accounts.
 - G. Change your mailing address, change your e-mail address, and change your security questions.
 - H. Place a stop payment on a check that you have written. You cannot place a stop payment order on a cashier's check.
 - I. Change your **HOME BANKING** Password and Username.
 - J. Enroll in **BILL PAY SERVICES** and Mobile Banking services by clicking the link from this website. WPCU HAS ENTERED INTO SEPARATE AGREEMENTS WITH THIRD PARTY PROVIDERS FOR THESE SERVICES. WPCU DOES NOT PROVIDE THE SERVICE DIRECTLY AND SPECIFICALLY DOES NOT MAKE ANY WARRANTIES CONCERNING THE **BILL PAY SERVICE** OR THE MOBILE BANKING SERVICE AND IS NOT LIABLE FOR ANY CLAIMS, LOSSES, ERRORS, OR ANY PROBLEMS RESULTING FROM OR ASSOCIATED WITH THE **BILL PAY** OR MOBILE BANKING SERVICES.
 - K. Enroll in Mobile Deposit by clicking a link from this website and accepting the Mobile Deposit Disclosure and Agreement Addendum to this Agreement ("Mobile Deposit Agreement"). By accepting the Mobile Deposit Agreement you understand the Section VII of this Agreement also applies to mobile deposit services. WPCU WILL NOT PROVIDE MOBILE DEPOSIT SERVICES DIRECTLY AND SPECIFICALLY DOES NOT MAKE ANY WARRANTIES CONCERNING THE MOBILE DEPOSIT SERVICES AND IS NOT LIABLE FOR ANY CLAIMS, LOSSES, ERRORS, OR ANY PROBLEMS RESULTING FROM OR ASSOCIATED WITH THE MOBILE DEPOSIT SERVICES.
2. **LIMITATIONS ON TRANSFERS.** Federal regulations limit pre-authorized transfers from your regular share account and money market account. During any statement period, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic agreement, order, or instruction, or by check, draft, debit card, or similar order made by you and payable to a third party. A preauthorized transfer includes any arrangement by the Credit Union to pay a third party from your regular share account or money market account upon written or oral instruction, including an order received through an automated clearing house (ACH) or any arrangement by a depository

institution to pay a third party from your regular share account or money market account at a predetermined time or on a fixed schedule. If you exceed the transfer limitations set forth above in any statement period, your regular share account and money market account will be subject to closure by the Credit Union or we may revoke your access to **HOME 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. You agree not to use **HOME 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 **HOME 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 **HOME BANKING** transactions if we have canceled your **HOME BANKING** access, or we cannot complete the transaction for security reasons.

The functions and limitations of **HOME BANKING** may be updated, without notice, at the option of the Credit Union in order to provide improved service to the membership.

3. FEES FOR HOME BANKING.

- A. There will be no monthly service fee to use **HOME BANKING**. Please refer to Schedule 1 for the fees associated with the online **BILL PAY SERVICE**.
- B. Other fees may be charged to your account per the General Fee Schedule.
- C. If funds are not available in your checking account to pay any of the fees described above, the amount of the fees will be deducted from your share account.

4. ACCOUNT STATEMENTS. Your periodic statement will specifically identify each electronic transaction. You will receive a monthly Account statement for each month in which you initiate electronic transactions. Additionally, through **HOME BANKING**, you can view your cleared transaction activity and print a copy for the last twelve (12) months at any time.

5. PREAUTHORIZED PAYMENTS. You may not use **HOME BANKING** to enter into preauthorized payment arrangements.

IV. BILL PAY SERVICES.

1. SETUP AND USE OF BILL PAY SERVICES.

- A. **ELIGIBILITY.** In order to activate **BILL PAY SERVICES**, you must have an open share (savings) and checking account with us. Your password to gain access to **BILL PAY SERVICES** is your Credit Union **HOME BANKING** Password.
- B. **ACCESS. BILL PAY SERVICES** are 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.
- C. **EQUIPMENT REQUIREMENTS.** A computer with a modem, access to the Internet, and a web browser able to support 256-bit encryption are required to use the **BILL PAY SERVICES**. You are responsible for the correct installation of a web browser in order to gain Internet access to and use the **BILL PAY SERVICES**. We are not responsible for any errors, damages or other losses you may suffer due to malfunction or misapplication of any system used including your browser, Internet service provider, software, or any equipment you may use (including telecommunications facilities, computer hardware and modem) to access and/or use the **BILL PAY SERVICES**.

2. **SERVICES.**

- A. **BILL PAY SERVICES IN GENERAL.** You may use the **BILL PAY SERVICES** to access your Designated Bill Pay Account. These activities are limited to the extent noted herein and in the Account Agreement governing your various Accounts. Through the **BILL PAY SERVICES**, you can pay bills either on an automatic, recurring basis or periodically as you request. 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.
PROHIBITED PAYMENTS: You may not make any alimony, child support, tax, or other governmental or court-ordered payment using the **BILL PAY SERVICES**. If you wish to add or delete a Payee, you may make these changes online by accessing the **BILL PAY SERVICES**. You authorize us to make all changes you submit through the **HOME 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. Review bill payment 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; and

iv. Setup and receive e-mail notifications.

- B. SPECIFIC INFORMATION REGARDING BILL PAY SERVICES.** 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 the **BILL PAY SERVICES**; you may make payments ("Bill Pay Payment(s)") daily in any amount between \$ 1.00 and \$19,999.99; however each transaction shall be no larger than \$9,999.99. When you schedule a Bill Pay Payment, you authorize us to withdraw the necessary funds from the Designated Bill Payment Account. We may refuse to act on your instruction if sufficient funds, including funds available under any overdraft plan, 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 here.
- 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 will be deducted from your Designated Bill Pay Account when the Payee negotiates the check, but no earlier than the Deliver By Date. In the event the payment is not received by the Payee on the specified date, our Bill Pay Processor will then research the issue directly with your Payee. If all information provided by you, such as Payee information, Account information, Deliver By Date, etc. is correct, our Bill Pay Processor will reimburse you for any late fees incurred and not waived by the Payee, up to a maximum of \$50.00 per Bill Pay Payment.
- D.** 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 work with these Payees to encourage them to accept an electronic payment or check from us. If we are unsuccessful, or if we believe that the Payee cannot process payments in a timely manner, we may decline to make future Bill Pay Payments to that Payee. In the unlikely event that this occurs, we will send you a notice. We may always refuse to make Bill Pay Payments to certain Payees.
- E. HOW BILL PAY 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 transmission to the Payee or by mailing a check to the Payee. Please note, Payees who receive Bill Pay Payments via electronic delivery will also receive your payment information, including the Account number, through an electronic link. 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.
- F. CANCELING PAYMENTS.** You may cancel a pending Bill Pay Payment. To cancel, you must go to the Scheduled Payments area in **BILL PAY** and follow the

instructions regarding cancellation. Pending payments can be canceled up to 4:00 ET on the Business Day before the Deliver By date. Expedited Bill Pay Payments cannot be canceled.

3. FEES AND ACCOUNT BLOCKING.

- A. For the fees applicable to your **BILL PAY SERVICES**, refer to the "**HOME BANKING** and **BILL PAY** Fee Schedule" attached as Schedule 1. You agree to promptly pay all fees and charges for **BILL PAY SERVICES** when rendered and authorize us to debit your Designated Bill Payment Account. If you close your Designated Bill Payment Account, you must notify us and promptly pay all accrued but unpaid fees and charges.
- B. In the event that 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. We will send you insufficient funds notices in paper or by email notification/eNotice. As part of the recollection process, our Bill Pay Processor will 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 email 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 NSF 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 will 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 requested.

4. OUR RIGHTS AND RESPONSIBILITIES

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 or if we fail to cancel a transaction as properly requested or in the correct amount according to your instructions, we are liable for your losses or proximate damages as provided herein. Our sole responsibility for an error will be to correct the error. There are some exceptions to our liability for processing transactions on 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 Designated Bill Pay Account to make the transfer;
- B. If the transfer would go over the credit limit on your overdraft line, if any;
- C. If a legal order directs us to prohibit withdrawals or transfers from the Designated Bill Pay Account;

- D. If circumstances beyond our control such as interruption of telephone service or telecommunication facilities, natural disaster such as fire or flood, or handling of payments by a third party prevent the transfer, despite reasonable precautions taken by us;
- E. 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 on a Bill Pay Payment;
- F. If you have not properly followed instructions for using the Bill Pay Services;
- G. If your operating system or software was not properly installed or functioning properly;
- H. If you, or anyone authorized by you, commits any fraud or violates any law or regulation; or
- I. As otherwise stated in your Account Agreement.

5. NOTICES

- A. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, you should not use electronic messaging; instead, call our Member Help Center at 1-937-912-7000 or 1-800-762-0047.
- B. Notices under Section V.2. "Liability for Unauthorized Transactions" will be effective once you have done whatever is reasonably necessary to give us the information we need-such as by telephoning us.

6. ACCOUNT STATEMENTS

Your periodic statement will specifically identify each electronic transaction. You will receive a monthly Account statement for each month in which you initiate electronic transactions. Additionally, through **BILL PAY SERVICES**, you can view your cleared transaction activity and print a copy for at least the last six months at any time.

V. ADDITIONAL PROVISIONS APPLICABLE ONLY TO CONSUMER AND SOLE PROPRIETOR ACCOUNTS.

- 1. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.** Telephone us at 1-937-912-7000 or 1-800-762-0047, send an email to ContactUs@wpcu.coop, or write us at Wright-Patt Credit Union, Inc., P. O. Box 286, Fairborn, Ohio 45324, Attention: eServices as soon as you can, if you think your statement is wrong or if you need more information about a transfer or Bill Pay Payment listed on your Account statement. We must hear from you no later than 60 days after we send the FIRST Account statement on which the problem or error appears.

- 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 tell you the results of our investigation within 10 Business Days after we hear from you and we 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 recredit 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 questions in writing and we do not receive it within 10 business days, we may not recredit your Account.
- D. If we decide that there was no error, we will send you a written explanation within 3 Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.
- E. For errors involving new Accounts, (your complaint or questions involve a transaction to or from an Account within 30 days after the first deposit to the Account was made) 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.
- F. We will tell you the results within 3 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.

2. LIABILITY FOR UNAUTHORIZED TRANSACTIONS. You will be liable for unauthorized access to your Accounts via **HOME BANKING** and/or **BILL PAY SERVICES** to the extent allowed by applicable federal and state law. The following description of your liability for unauthorized access to your Accounts via **HOME BANKING** and/or **BILL PAY SERVICES** is required by federal law: Please notify us AT ONCE if you believe your Account number, Username, Password, or any record thereof, has been lost or stolen, or if any of your Accounts have been accessed without your authority. Telephoning is the best way of limiting your possible losses, but you can also email us at ContactUs@wpcu.coop. If you do not notify us promptly, it is possible that you could lose all the money in your Accounts, plus your maximum overdraft line-of-credit.

- A. If you tell us within two (2) Business Days after learning of the loss or theft or unauthorized access, you can lose no more than \$50 if someone accesses your Account without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss, theft or unauthorized access, and we can prove

we could have stopped someone from accessing your Account without permission if you had told us, you could lose as much as \$500.

- B. Also, if your Account statement shows transfers or Bill Pay Payments that you did not make, or authorize, you must inform us at once. If you do not tell us within 60 days after the FIRST paper or online Account statement showing such a transaction was sent 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 reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- C. If you believe your Account number, Password, Username, or any record thereof, has been lost or stolen, or if any of your Accounts have been accessed without your authority, or if someone has transferred or may transfer money from your Accounts by accessing your Accounts without permission, call 1-937-912-7000 or 1-800-762-0047 or write Wright-Patt Credit Union, Inc., P. O. Box 286, Fairborn, Ohio 45324, Attention: **HOME BANKING SERVICES**.

3. AUTHORIZED USE OF SERVICES BY OTHER PERSONS. You are responsible for keeping your Username and Password and Account data confidential. 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 and changed the Username and Password. 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 upon the change of your Username and Password. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. We may revoke your **HOME BANKING** and/or **BILL PAY SERVICES** access at any time without notice to you.

4. TRANSACTIONS THAT ARE NOT COMPLETED. If we fail to complete a transfer to or from your Accounts or Designated Bill Pay Account on time, in the correct amount, and we have agreed to perform it, with certain exceptions, we will be liable for your losses or proximate damages. Section III. 2. of this Agreement lists a number of situations in which we do not agree to complete withdrawals or transfers. We also will not be liable:

- A. If we have terminated this Agreement;
- B. If the funds in your Accounts are subject to legal process or other encumbrance restricting the transaction;
- C. If circumstances beyond our control such as interruption of telephone service or telecommunication facilities, natural disaster such as fire or flood, or handling of

payments by a third party prevent the transfer, despite reasonable precautions taken by us;

- D. If you have not properly followed instructions for using **HOME BANKING AND/OR BILL PAY SERVICES**;
- E. If your operating system or software was not properly installed or functioning properly;
- F. If you, or anyone authorized by you, commits any fraud or violates any law or regulation;
- G. If you have reported an unauthorized use of your Password, reported it as stolen, or requested that we issue a new Password, and we have as a result refused to honor the original Password, or as otherwise stated in your Account Agreement.
- H. There may be other exceptions as provided by applicable law.

VI. ADDITIONAL PROVISIONS APPLICABLE ONLY TO BUSINESS ACCOUNTS (OTHER THAN SOLE PROPRIETOR ACCOUNTS)

1. 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 V. 1. (above). **YOU ARE FULLY RESPONSIBLE FOR ANY TRANSACTIONS MADE BY USE OF YOUR USERNAME OR PASSWORD TO ACCESS YOUR ACCOUNTS. YOU AGREE TO IMMEDIATELY REIMBURSE US FOR ANY LOSS, CLAIM, OR DAMAGE WHICH WE SUSTAIN AS A RESULT OF THE USE OF ANY USERNAME OR PASSWORD ISSUED AT YOUR REQUEST TO ACCESS YOUR ACCOUNTS. WE WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS, CLAIM, OR DAMAGE WHICH YOU SUSTAIN AS A RESULT OF THE UNAUTHORIZED USE, PAYMENT, OR TRANSFER MADE USING YOUR USERNAME OR PASSWORD. EXCEPT AS OTHERWISE PROVIDED BY LAW, WE WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS, CLAIM, 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 AND EVEN IF THE USE OCCURS AFTER YOU HAVE ASKED US TO DEACTIVATE THE USERNAME OR PASSWORD, WHETHER OR NOT WE HAVE ACTED ON THAT REQUEST. We may suspend or cancel your Username or Password**

even without receiving such notice from you, if we suspect your Username or Password is being used in an unauthorized or fraudulent manner.

2. By using **HOME 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.
3. **LIMITATION OF WPCU'S LIABILITY FOR PAYMENT OR TRANSFERS TO OR FROM ACCOUNTS WITHIN WPCU:** If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to dividends (interest) on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. **UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL WPCU BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEY'S FEES, EVEN IF WE WERE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.** Please note that if you give or make reasonably available, your Username or Password or other access device or code to anyone, you may be liable for any use made of such until you advise us that such person is not authorized to use your Username or Password or access device and we have had a reasonable opportunity to act on your notice.
4. **LIMITATION OF LIABILITY FOR BILL PAY SERVICES.** You agree that the Password security described in this Agreement sets forth security procedures for electronic transfers that are commercially reasonable. For payment requests from Business Accounts, which are subject to Ohio Revised Code Chapter 1304 (Article 4A of the Uniform Commercial Code ("UCC 4A")), we are liable only for damages required to be paid under UCC 4A. In no event will we be liable for any special, indirect, or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.

VII. GENERAL PROVISIONS FOR ALL SERVICES AVAILABLE THROUGH THIS HOME BANKING SITE

1. **LIMITATION OF LIABILITY.** IN NO EVENT WILL WE, OR ANY OF OUR SUBSIDIARIES OR AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (WHETHER CAUSED BY US, THE HARDWARE OR SOFTWARE OR A SYSTEM-

WIDE FAILURE), FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE, LOST OPPORTUNITY OR ANY OTHER LOSS OR INJURY) ARISING OUT OF OR IN CONNECTION WITH WPCU HOME BANKING SERVICES OR BILL PAY SERVICES OR WITH ANY AND ALL OTHER SERVICES THAT YOU CAN ENROLL IN THROUGH THIS SITE OR FROM A LINK FROM THIS SITE (HEREINAFTER "ONLINE SERVICES"), THE DELAY OR INABILITY TO ACCESS OR USE THE ONLINE SERVICES, TO THIS SITE OR A LINKED SITE, EVEN IF WE ARE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (e.g., IF YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE EVENT. WE CANNOT AND DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ONLINE SERVICES. IN STATES THAT DO NOT ALLOW EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

2. **DISCLAIMER OF WARRANTIES.** ALL CONTENT, PRODUCTS, AND SERVICES AVAILABLE ON OR THROUGH THIS SITE, ARE PROVIDED "AS IS" 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 OF THIRD-PARTY RIGHTS, SECURITY, COMPLETENESS, ACCURACY OR FREEDOM FROM COMPUTER VIRUS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.
3. **STOP PAYMENTS.** The transactions you make on **HOME BANKING** and **BILL PAY SERVICES** are "real time" transactions and cannot be canceled except by performing corresponding reverse transactions. 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 **HOME BANKING** to place a stop payment order on any check drawn on your Account that has not been paid, certified, or issued through the **BILL PAY** system. Stop payments orders cannot be made on cashier's checks or money orders. Stop payment orders made through **HOME BANKING** are effective for six months. You can also renew previous stop payment orders. We do not have to notify you when a stop payment order expires. In order to place a stop payment order you must provide us with the exact Account number and the number on the check. You understand that the exact information is necessary for the Credit Union computer to be able to identify the check. We will not be responsible if the information you give is not correct. We are entitled to a reasonable amount of time after you give a stop payment order to notify our employees. If we re-credit your Account after paying a check over a valid stop payment order, you agree to transfer to us all of your rights against the Payee or other holder of the check, and to

assist us in legal action taken against that person later on. A release or cancellation of a stop payment order may be given by any person who is authorized to use your Username or Password and draw checks against the Account. You agree that the stop payment order fee listed on the General Fee Schedule will be deducted from your Account.

4. **OUR RULES, REGULATIONS AND OTHER AGREEMENTS.** In addition to this Agreement, you may have separate agreements for each of your Accounts and/or Designated Bill Pay Accounts. In addition, your Accounts and/or Designated Bill Pay Accounts are also subject to the WPCU Membership and Account Agreement, Funds Availability Disclosure, General Fee Schedule, and WPCU rules and regulations. Your Accounts and/or Designated Bill Pay Accounts may also be subject to other agreements for other services, such as Mobile Banking, and Wire Transfer services. Those agreements will continue to apply to each of your Accounts. If this Agreement conflicts with another agreement or another agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency.
5. **EVIDENCE.** If we go to court for any reason, we can use a copy, microfilm, microfiche, or photograph of any document or agreement to prove what you owe or that a transaction has taken place and the copy, microfilm, microfiche, or photograph will have the same validity as the original.
6. **TERMINATING THIS AGREEMENT.** You can terminate this Agreement at any time by notifying us in writing and no longer using your Username or Password. We can also terminate this Agreement at any time. Whether you terminate the Agreement or we do, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Username or Password after this Agreement has been terminated.
7. **CHANGING THIS AGREEMENT.** EXCEPT AS OTHERWISE REQUIRED BY LAW, WE MAY IN OUR SOLE DISCRETION CHANGE THE TERMS OF THIS AGREEMENT FROM TIME TO TIME AND AT ANY TIME. THIS MAY INCLUDE ADDING NEW OR DIFFERENT TERMS TO, OR REMOVING TERMS FROM, THIS AGREEMENT. When changes are made we will update this Agreement on the website. The website will be updated on or before the effective date of the change, unless an immediate change is necessary to maintain the security of the system or unless a law, rule, or regulation requires that it be updated at an earlier time. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or changes to this Agreement. You will be notified of such changes in the Credit Union's monthly newsletter, the *MemberMatters*, and/or in a special mailing to members with **ONLINE SERVICE**. Your continued use of **ONLINE SERVICE** constitutes acceptance of all changes to the terms and conditions of this Agreement.
8. **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 send notices to you by Electronic Messaging. Notices from you will generally be effective once we receive

them at Wright-Patt Credit Union, Inc., P. O. Box 286, Fairborn, Ohio 45324, Attention: **HOME BANKING SERVICES**. 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 send confidential personal or financial information. Notices under Section V. 2. (“Liability for Unauthorized Transactions”) will be effective once you have done whatever is reasonably necessary to give us the information we need—such as by telephoning us. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use Electronic Messaging**; instead, call our **Contact Center** at **1-937-912-7000** or **1-800-762-0047**.

9. **COLLECTION EXPENSES.** If we ever have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorney’s fees.
10. **SHARING YOUR PERSONAL INFORMATION WITH OTHERS.** The importance of maintaining the confidentiality and privacy of the information provided by our members is one of our highest priorities. You should carefully review our Privacy Statement that is deemed a part hereof by this reference. We recognize the importance of protecting the confidentiality of your personal information. Personal information includes all of the personally identifying information that you provide to us in connection with the Account and use of **ONLINE SERVICES**.
11. **Use of Cookies.** **The ONLINE SERVICES require cookies to be enabled; however, the cookie does not contain Username or Password information.**
12. **INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS.** You authorize us to obtain any information deemed necessary to process your application for access to **ONLINE SERVICES**. Additionally, you agree that we will disclose information to third parties about your Accounts and Designated Bill Pay Accounts or the **ONLINE SERVICE** transactions you make:
 - A. Where it is necessary for completing or documenting transactions or resolving errors involving transactions;
 - B. In order to verify the existence and condition of your Accounts and Designated Bill Pay Accounts;
 - C. In order to comply with orders or subpoenas of government agencies or courts; or other legal process or in order to give information to any government; or
 - D. If you give us written permission.
13. **APPLICABLE STATE 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.

14. 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.

15. HEADINGS. Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section.

16. OWNERSHIP OF WEBSITE. All content on this website is copyrighted by Wright-Patt Credit Union, Inc. and the unauthorized use, reproduction, linking or distribution of any portion is strictly prohibited. All information, including designs, content and images, related to **HOME BANKING** is owned by Intuit, Inc. or us and/or licensed to us. All information, including designs, content and images, related to **BILL PAY** is owned by FIS, Inc. or us and/or licensed to Intuit, Inc. or 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.

A. We prohibit caching, unauthorized links to this website and framing of any Content 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. 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 any and all liability related to such provisions.

B. 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.

17. DISPUTE RESOLUTION PROGRAM: ARBITRATION PROVISION

A. NOTWITHSTANDING ANY OTHER AGREEMENT YOU HAVE WITH US, YOU AND WE MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CONTROVERSIES, CLAIMS OR DISPUTES (“DISPUTES”) BETWEEN OR AMONG EITHER YOU OR US ARISING OUT OF, OR RELATING TO, THIS AGREEMENT AND USE OF ONLINE SERVICES. FURTHER YOU AND WE AGREE THAT NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE ANY DISPUTE BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO

INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

- B. In the event of any Dispute arising from or relating to this Agreement or other **ONLINE SERVICES** or the alleged breach thereof, the Parties agree to use their best efforts to consensually settle such Dispute. If they do not reach such a resolution within a period of sixty (60) days, then, upon notice by either Party to the other, all such Disputes shall be finally settled by binding arbitration, before a single arbitrator, with expertise in the substantive laws applicable to the subject matter of the Dispute, administered by the American Arbitration Association (the “AAA”) in accordance with the provisions of its Commercial Arbitration Rules. The arbitration shall be conducted in the County of Greene, State of Ohio. The individual who will serve as the arbitrator and the rules under which the arbitration will be conducted will be determined by mutual agreement of the Parties. If the Parties are unable to agree on any such matters, within fifteen (15) days of the initial request, then those matters upon which the Parties are unable to agree will be determined by the AAA in its sole and absolute discretion. The final decision of the arbitrator may be reduced to, and entered as, a judgment in any court of competent jurisdiction. Notwithstanding anything to the contrary contained in this Arbitration Provision or elsewhere in this Agreement, any claim for equitable relief only may be brought at any time in any court of competent jurisdiction.
- C. A filing fee is required to be paid to the AAA when the demand or request for arbitration is submitted. This fee must be paid by the Party initiating the arbitration procedure. However, if a Party initiates a lawsuit, which lawsuit is stayed by the Arbitration Provision, the plaintiff in the lawsuit must pay the filing fee.
- D. The losing Party to the arbitration is liable for all administrative fees for the arbitration. If the arbitrator finds that more than one Party to the arbitration proceedings is at fault, the arbitrator shall order the division of the administrative fees between such Parties.
- E. In order to commence the arbitration proceeding with the American Arbitration Association, it is necessary to file a “Demand for Arbitration”. A notice for “Demand for Arbitration may be obtained from:
- The American Arbitration Association
444 Vine Street Suite 3308
Cincinnati, Ohio 45202-2973
Telephone Number (513) 241-8434
Or by visiting the AAA website at www.adr.org
- F. This Arbitration Provision and the exercise of any right you and we have under this Arbitration Provision do not stop you or us from exercising any lawful rights to use other remedies available to preserve, foreclose, or obtain

possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or court appointment of a receiver by a court having jurisdiction.

- G. You and we each agree to take all necessary steps and execute all documents necessary for the implementation of arbitration proceedings so, to the extent possible, the arbitration proceeding is completed within 180 days of the filing of the Dispute. The Parties agree not to disclose the existence, content, or results of the arbitration except for disclosures of information required in the ordinary course of business or permitted by applicable law or regulation. This provision shall be liberally construed in order to ensure the enforcement of this Arbitration Provision.

- H. All statutes of limitations applicable to any Dispute apply to any arbitration between the Parties. The provisions of this Arbitration Provision will survive termination, amendment, or expiration of your account relationship. If more than one arbitration agreement entered into by you and us is potentially applicable to a Dispute, the one most directly related to the Account or transaction that is the subject of the Dispute will control.

- I. If any term of this Arbitration Provision shall for any reason be held illegal, invalid or unenforceable, in any respect, such illegality, invalidity, or enforceability shall not affect any other terms of this Arbitration Provision, which shall be construed as if such illegal, invalid, or unenforceable terms had never been contained in this Arbitration Provision.

Schedule 1
WPCU Home Banking and Bill Pay Fee Schedule

WPCU HOME BANKING

Account Access FREE

BILL PAY Services

Consumer Accounts FREE

Business Accounts \$.31 per item

EXPEDITED BILL PAY FEES

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

POP MONEY FEES

Standard FREE

Expedited \$ 2.99

MISCELLANEOUS SERVICE PROVIDER FEES:

Return item fee \$25.00 each

Bill Payment photocopies
(per item) \$ 6.00 each

Other specific account fees are contained in the individual Account Disclosures or in the General Fee Schedule.

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