

SRP Federal Credit Union
PC TYME™ HOME BANKING SERVICES AGREEMENT

The Credit Union's PC TYME Home Banking and Bill Payment Services are additional "electronic" services provided to increase the convenience of our members. This Agreement supplements the other terms and conditions set forth in the Credit Union's Membership, Account and Account Services Agreement and Disclosures (the "Membership Booklet"); and therefore, governs to the extent that there is any conflict.

To use the Credit Union's PC TYME Home Banking Services, you must use a personal computer or other device with the capacity to interface by modem or otherwise with the Credit Union's or the Credit Union's agent's system. The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with the Credit Union's system, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions.

When using the Credit Union's PC TYME Home Banking Services, you must, when prompted, enter your Audio Response Password and any other requested information. By entering the correct information you will have direct access to your Credit Union accounts. You should carefully review paragraph K. of this Agreement regarding security and your Password.

A. What this Agreement Covers.

This Agreement between you and the Credit Union governs the use of our PC TYME Home Banking, Internet Bill Payment Services (together referred to herein as "Home Banking" or "Home Banking Services"), and other applicable "on-line services," which are electronic services that permit Credit Union members to apply for and/or to access a number of financial services through the use of personal computers. Accounts and services provided by us, which you access through the "Home Banking Services," may also be governed by other provisions of the Membership Booklet. To provide these services, we may contract with one or more third parties from time to time. The Credit Union reserves the right to change vendors from time to time, without notice to you. By applying for any of these services, use of any services, or continued use of these services, you consent to our use of vendors and our sharing of information about you with vendors. You may be required to make transactions directly with or through vendors in order to use these services.

B. Acceptance of the Agreement.

You understand that by signing an application, completing and submitting an application on-line, using or continuing to use these services, you agree to the terms and conditions of this Agreement.

C. Services.

The following are examples of what you can do using our Home Banking Services. Some of these services may require an account linked to a valid Credit Union Access Device (such as a Debit Card).

- Set up payments, add/change/delete payees, see past payments; see, change or cancel future payments.
- Transfer funds between checking, savings and loan accounts.
- See a summary of your accounts.
- Transfer funds from Line of Credit Loans and Home Equity Line of Credit Loans

into other accounts.

- Make transfer payments to Line of Credit, Personal Loan, Auto Loan, and Mortgage Loans with the Credit Union with funds transferred from checking and savings accounts.
- Get account information and/or statement update for checking, savings or loan accounts.
- Access information about the Credit Union, our products and services, and other items of general interest.
- Receive and send electronic messages to the Credit Union. You understand that we may not immediately receive e-mail communications that you send and will not take action based upon e-mail requests until we actually receive your message and have reasonable opportunity to act. If you need to contact the Credit Union immediately, you may call the number listed in Paragraph N, and ask for the department you need. You understand that we may require that you document any oral request in writing before taking some actions.

D. Applying for Additional Accounts and Services.

All orders, transfers, transactions, applications and communications received by us through this service shall be treated as if made in writing and signed by you. We will send a written confirmation to you, which in our discretion may be sent via e-mail, when required by applicable law.

E. Transfers and Bill Payments.

When you order a transfer of funds between your Credit Union accounts, a transfer of funds to another person, or payment of a bill or other item (together referred to as "payment"), you authorize a withdrawal of the necessary funds from the account you designate. You agree that you will make a transfer or payment only when a sufficient balance is or will be available in your designated account at the time of your order. There is no obligation to act on any withdrawal instruction from you if sufficient funds, including overdraft lines of credit, are not available in the account you designated. In addition, any instruction involving a situation where you do not have sufficient funds will be deemed an "insufficient funds transaction" pursuant to your other agreements with us. You should allow five (5) business days for a written payment order to be sent and processed; and three (3) business days for a payment order via ACH transfer to be sent and processed.

The Credit Union, at its option, will make payments either by electronic funds transfer or by mailing a check.

In the case of payments made by a Credit Union check, the money is taken out of your account within one (1) to two (2) business days from the date you specified when you gave us your instructions. Payments scheduled on a Saturday, Sunday or holiday will be debited from the account within one (1) to two (2) business days.

In the case of electronic payments, the money is taken out of your account within one (1) to two (2) business days from the date you specified when you gave us your instructions. Payments scheduled on a Saturday, Sunday or holiday will be debited from the account within one (1) to two (2) business days.

The Credit Union is not responsible for postal delays or processing delays by the payee.

If you are delinquent on any obligation owed to the credit union, no payment will be made.

Stop Payment Procedures: Once you have set up a payment, you can delete the payment, revise the amount or the due date online, until the payment is showing pending. After the payment has been processed, you must contact our representative at 1-866-546-7328. There is a fee for stopping payment after the payment has been processed. Payments are typically moved to a pending status at 11:00 p.m. PST on the day BEFORE the payment is scheduled.

Stop Payments and reissues for check payments will be accepted beginning five (Business Days after the date the payment processing began on the system to the payee. In situations where it is apparent that the payment is going or has gone to the wrong address, wrong payee, etc., We will accept stops and reissues immediately. Electronic payments cannot be stopped. The Stop Payment Fee will be applied whenever any bill payment is stopped by you because the payee address was incorrectly submitted by you, or because you request a refund on a check payment that has not yet cleared. The Stop Payment fee will not be assessed if the payment is stopped by us due to a processing error, the payment was not posted by the payee even though the payee address was correctly submitted by you, or if the payment check was lost in the mail.

Insufficient Funds Procedures: If there are insufficient funds available in your designated account on the day a payment is scheduled to be debited from your account, an NSF fee will be charged to your account. In addition, the following will apply:

A block will automatically be placed on all accounts that have an ACH debit returned to bill payment services. No additional bill payments will be processed until the account is properly funded and the return(s) cleared. If a payment request is received while the account is blocked, a letter will be sent notifying you that the payment(s) will not be processed. Upon the first return, the bill payment services will automatically re-send all ACH returns under \$250.00 (individually and cumulative). Exception: debits for payments in which the credit portion was sent electronically will be resent regardless of the dollar amount without verification. If funds are available, they will re-send the return(s). If funds are unavailable and if the payment was made by check a stop payment will be placed.

You can set up or cancel a future payment from your Credit Union account by using the Credit Union's Home Banking Services or by calling us at the phone numbers listed in Schedule N.

F. Fees and Charges for Home Banking Services.

A fee is charged for Bill Payment Services. This fee will be deducted monthly from your Credit Union checking account around the fifth (5th) business day starting in the month after you begin receiving these services. Fees are not pro-rated if you sign up during any billing period. The fees for these services are as follows:

Monthly Home Banking Access Fee	No Cost
One-time enrollment fee for Bill Payer Service	\$3.95/this is a one-time charge
Bill Payer Service	\$4.20/month - pay up to 10 bills per month/ \$.30 per bill over 10 bills
Insufficient Funds (NSF) Fee charged by SRP FCU*	\$28.00

Insufficient Funds (NSF) Fee charged by Bill Payer*	\$20.00
Stop Payment Fee	\$28.00
Photocopy of Bill Payer Payment	\$3.00

***Please note that both NSF charges will apply for each Bill Pay item returned for non-sufficient funds.**

G. Changes in Terms/Fees.

The Credit Union may change its Home Banking Services and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. Your use of these services after any such change will evidence your agreement to any changes.

H. Cancellation.

This agreement will remain in effect until you or the credit union terminates it.

You understand that you may cancel this Agreement at any time by notifying us electronically, by mail, by phone or at any one of our branch locations.

The Credit Union may cancel this Agreement and terminate your use of any services for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.

I. Limit of Credit Union's and Other Providers' Responsibility.

The Credit Union agrees to make reasonable efforts to ensure full performance of our Home Banking Services. We will be responsible for acting only on those instructions sent through our Home Banking Services which are actually received and cannot assume responsibility for malfunctions in public communication facilities not under our control that may affect the accuracy or timeliness of messages you send.

In the absence of negligence on the part of the Credit Union, neither the Credit Union nor any software supplier is responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of these services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states the liability of the Credit Union or software suppliers is limited to the extent permitted by law.

NEITHER THE CREDIT UNION NOR ANY SOFTWARE SUPPLIER MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE CREDIT UNION'S HOME BANKING SOFTWARE OR SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

Further, in addition to the exceptions set forth in Paragraph M, we will not be liable for losses:

1. If your telephone, PC or Home Banking Services were not working properly and the equipment failure should have been apparent to you when you attempted to authorize a transaction.
2. If you have not given us complete, accurate or current account numbers or other

identifying information so that a merchant institution or the credit union can properly complete a transaction.

3. If you have not properly followed the Home Banking Services instructions or have provided us with wrong or inaccurate information.
4. If you fail to notify us of any inaccuracy in any merchant list that has been set up for your account(s).
5. If you receive notice from a merchant or institution that any payment you have made through our Home Banking Services remains unpaid, and you fail to notify us of this fact within five (5) calendar days from the date you receive any such notice.
6. If the payee was a merchant or institution you are not permitted to designate.
7. If you do not set up the payment soon enough for payment to be received and credited by the payee by the due date.
8. If the payee does not credit your payment promptly or properly after receipt.

J. Assistance with Home Banking Services.

If you need assistance with the Credit Union's Home Banking Services or if you need to communicate with us, you can contact us at the phone number or address in Paragraph N.

K. Personal Identification Numbers and Security.

Home Banking Services: You must use your Audio Response Password to log onto our Home Banking Services for the initial sign on. You may continue to use this Password to access the Home Banking Services, or you may change your Password at any time. You agree not to give or make available your Password or other means to access your account to any unauthorized individuals. You are responsible for all transactions you authorize using Home Banking. If you permit other persons to use the Home Banking Service or your Bill Payment Password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your Password has been lost or stolen or that someone may attempt to use the Home Banking Services without your consent or permission you must contact us immediately at the address or telephone number in Paragraph N.

Internet Bill Payment Service: You must be approved for the Bill Payer Service. You will be notified electronically of application status. Fully accepted registrants will receive an activation e-mail within 1-3 days of the application having been accepted by the Credit Union. This e-mail does not contain sensitive information such as User ID or password. The e-mail notifies the registrant that the bill payment icon has now been activated within their Internet Banking session. To access Bill Payment, the registrant logs into Internet Banking and clicks on the Bill Payment icon.

L. What are the Requirements to use Credit Union Home Banking?

To use the Credit Union's home banking services, you must use a personal computer with the capacity to interface by modem or otherwise with the Credit Union's or the Credit Union's agent's system.

M. Electronic Funds Transfers Agreement and Disclosures.

The following disclosures and terms will also govern your Home Banking and Internet Bill Payment Services relationship with the Credit Union:

1. **Termination and Amendment.** The Credit Union reserves the right at any time to terminate your right to make transactions without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's share account records. It is the obligation of each member

- to provide new addresses to the Credit Union.
2. **Access Device/Password Revocation.** Any Access Device or Password issued by the Credit Union or its agent may be revoked without notice to you in the event that any of the following conditions occur:
 1. Overdrafts occur as a result of insufficient or uncollected funds on an account.
 2. Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
 3. Loan, VISA or other delinquency with the Credit Union.
 4. Forced closure of a share or share draft account at the Credit Union due to misuse.
 5. Special balance requirements, if any, are not maintained by the member.
 6. Any other situation in which the Credit Union deems revocation to be in its best interest.
 3. **Limitation or Frequency and Dollar Amounts of Transactions:** You may make any number of transactions between your accounts or from your accounts as long as you stay within your available balance of collected funds and you observe the limitations on dollar amounts of transactions. For security reasons, you may be limited to the number of transactions you can make on a given day, whether or not you have withdrawn your maximum dollar amount. Transfers from a Share Savings Account or combined Share/Share Draft Account to another account or to a third party by pre-authorized, authorized, or telephone transfer are limited to six (6) per month as explained in your Membership Agreement with us, the terms of which are incorporated by reference.

Right to Documentation.

Periodic Statements. You will receive a monthly account statement from us for your share draft accounts, unless there are no transactions in a particular month. In any case, you will receive an account statement on all accounts at least quarterly.

4. **Liability for Failure to Make a Transaction.** If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:
 1. You do not have enough money in your account to make the transaction through no fault of ours.
 2. The transaction exceeds the credit limit on your overdraft line.
 3. The system you were using was not working properly and you knew about the breakdown when you started the transaction.
 4. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken. The funds in your account are subject to legal process or other similar encumbrance.
 5. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
 6. Access to your account has been blocked after you have reported your Password or other access device lost or stolen.
5. **Information Disclosure.** We will disclose information to third parties about your

account or the transactions you make: (1) when it is necessary for completing transactions, 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 agency or court orders, or (4) if you give us your written permission.

6. **Business Day Disclosure.** Although our Home Banking Service is available 24 hours per day, our business hours are 8:30 a.m. to 5:30 p.m. on Monday and Tuesday, 8:30 a.m. to 12:00 p.m. Wednesday, and 8:30 a.m. to 6:00 p.m. Thursday and Friday.
7. **In Case of Errors or Questions about Transactions.** Contact us at the telephone number or address listed in Paragraph N. as soon as you detect an error or have a question concerning your statement or receipt. You must contact us within sixty (60) days after we send the FIRST statement on which the problem or error appeared; and you must provide us with the following information:
 1. Your name and account number;
 2. Describe the error or transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
 3. Tell us the dollar amount of the suspected error.

If you contact us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will notify you of the results of the investigation within ten (10) business days* after we hear from you, and will correct any error promptly. However, if additional time is required, we may take up to forty-five (45) days** to investigate your complaint or question. If additional time is required, we will provisionally credit your account within ten (10) business days* for the amount in question. If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) business days, we have the option not to provisionally credit your account.

If we decide there was no error, you will be notified within three (3) business days. You may request copies of the documents used in our investigation. Expenses incurred by the Credit Union to research disputed transaction(s) shall be paid by you when such transaction(s) are proven to have been authorized by you or made by an unauthorized user. Further, once the investigation concludes no error has occurred or that the disputed transaction(s) was authorized, you will be responsible for repayment of any provisionally credits to your account(s). The credit union reserves the right to debit such amounts and/or place sufficient holds on your accounts to recover such funds.

*If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days as indicated above.

**If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a Point of Sale transaction, or notice of an error involving a transaction initiated outside the United States, its possessions or territories, we will have ninety (90) days instead of forty-five (45) days.

8. **Your Liability for Unauthorized Transaction:** Contact us immediately if you believe your Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Contact us at the telephone number or address listed in Paragraph N. You could lose all available funds in your account (s) (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Password without your permission.

If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Password and we can prove we could have stopped someone from using your Password, you can lose as much as \$500.00.

Also, if your statement shows transactions that you did not make, contact us immediately. If you fail to notify us within sixty (60) days after the statement date; you may not receive any money lost after the sixty (60) days. If records prove that we could have prevented the loss of funds and you failed to contact us within the time frame, then you may not receive a refund.

We reserve the right to extend these time periods if the credit union feels it necessary.

9. **Reporting A Lost Password.** If you believe that your Password has been lost or stolen or that someone has made a transaction or may make a transaction that is not authorized, you agree to immediately notify us. You can contact us at the telephone number or address listed in Paragraph N.

N. Contact Information. Call or write to us regarding your Home Banking Services at the following:

**SRP Federal Credit Union
Attn: Internet Services
P.O. Box 6730
N. Augusta, SC 29861
(803) 442-5141 or
1-800-237-9829**

Call 1-866-564-7328 for your Bill Payment Tracing and Inquiries.

**TERMS AND CONSENT APPLICABLE TO ELECTRONIC SIGNATURES,
ELECTRONIC CONTRACTS, ELECTRONIC RECORDS, ELECTRONIC MAIL ("E-
MAIL") FACSIMILE AND OTHER ELECTRONIC SERVICES AND
COMMUNICATIONS.**

1. **Agreement.** You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record (s)"). Other than email responses, our electronic records are provided in PDF format. To access or read these records, you must install an appropriate reader such as Adobe's Acrobat Reader. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call, write or e-mail us as set forth in the [Fee Schedule](#).

2. Equipment and Software Requirements. To receive electronic records and to access our home banking services, you need a computer with a modem and web browser (such as Netscape Navigator®, Microsoft Internet Explorer® or an equivalent.). Use and access to our online/electronic banking services requires the use of a browser that supports SSL and Cookies. You are responsible for the setup and maintenance of your home computer and modem, which supports the encryption requirements of our home banking systems. Presently, a personal computer with Internet access is the minimum requirement that your equipment must meet to use the Credit Union's Home Banking Services.

This is the present minimum requirement that is required to access and use the system, which may change without notice. We make no warranty or representation regarding the access speed that you will have now or in the future, as such is beyond the control of the Credit Union (depending largely on your computer system and method of access - e.g., dial up connection vs. DSL or other connection). Also, these minimum requirements are likely to change as technology, software, and other matters continue to evolve.

By requesting any electronic funds transfers, home banking, other electronic services or transactions, by submitting any application or agreement to us electronically, or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic records we provide to you.

Performance of Software and Electronic Service and Warranty Disclaimer. In no event will we be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use our services, or for any loss of any data, even if we have been informed of the possibility of such damages. **FURTHER, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, including but not limited to any Online Banking services provided to you under this or any other agreement with us.**

We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

Virus Protection. We are not responsible for any electronic virus or viruses that you may encounter. The Credit Union suggests that you routinely scan your PC and diskettes using a reliable virus protection software product to detect and remove any viruses found. An undetected or unrepaired virus may corrupt and/or destroy your programs, files and even your hardware.

3. Electronic Signature. You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any

agreement, acknowledgement, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

4. **Electronic Records.** To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust, and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

5. **"E-mail" and Facsimile Communications.** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify an e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application and Signature Card, or any other application or communication actually received by us.

Any account owner, co-borrower, or authorized user may change the e-mail address for statements or other information from us at any time.

Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

Further, the Credit Union may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. If you need to contact the Credit Union immediately regarding an unauthorized transaction, stop payment request, or otherwise, you may call the Credit Union at the telephone number in the [Fee Schedule](#) - or on the back of the SRP Federal Credit Union Membership Agreement booklet.

You expressly consent and agree to us, our agents or any parties we authorize sending and your receiving any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate or third party services and/or

products.

6. Links to Other Sites. Our Web site may contain links to third party Web sites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party Web sites. The Credit Union is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If you decide to access linked third-party Web sites, you do so at your own risk.

7. Controlling Law and Users Responsibilities. Our Web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the State set forth in paragraph 33 of the Membership Agreement Section of the SRP Federal Credit Union Membership Agreement booklet, which law governs this Agreement. While you may choose to access our Web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our Web site or via electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.