

Digital Banking Disclosure

If you have any questions or concerns about your E-Statements or any Online Banking feature, please contact a Call Center Agent at 410-838-9090 or 410-879-3762. You can also reach us by e-mail at callctr@harcocu.org. Online Banking Disclosure Introduction: This Online Banking Agreement and Disclosure governs your use of Online Banking including the Bill Pay option.

Throughout this web site the Agreement and Disclosure will be referred to as "Agreement." By using Online Banking, you agree to all of the terms of this Agreement. Please read it carefully and keep a copy for your records. Definitions: You or Your – The person(s) subscribing to or using Online Banking. We, Us, or Our – Refers to HAR-CO Credit Union and any agent, independent contractor, designee, or assignee HAR-CO may involve in the provision of Online Banking. Business Day – Any calendar day other than Saturday, Sunday, or any holidays recognized by HAR-CO. Bill payments are processed on all business days that both the Federal Reserve Bank and the US Postal System are operating and open for business. Privacy Notice: HAR-CO understands how important privacy is to our members. We have taken steps to insure your security and privacy to your personal financial dealings with our credit union. Click on the Privacy link at the bottom of our home page to view and print a copy of the HAR-CO Privacy policy. About Online Banking: HAR-CO's Online Banking system provides a complete array of financial services to its members. The Online Banking system that is accessible by HAR-CO's members over the internet currently consists of: Account Inquiries, Balances, Rates, etc., Account Transfers, Secure Applications, View Detailed Transactions, Apply for Loans, and Payments to Loan Accounts.

For members who select Bill Pay, these additional functions are available: Fixed Recurring Payments, One-time Payments, Occasional Payments, Variable Recurring Payments. Log-on Security: Security is very important to the Online Banking system. During your use of the Service, our Internet banking Service Provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Internet banking product. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

At the time you request the service, you will select a unique "password" that will be used to gain access to the system. Prior to activation, our Members Services Department will verify your identity and authorization to information associated with the accounts that you requested tied to the service. To assist our members the system will provide tips to help you select a unique password. To help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 15 minutes. This is to protect you in case you accidentally leave your computer unattended after you log on. When you return to your computer,

you will be prompted to re-enter your member number, password , and a new security code, then your session will continue. Because your password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a password that is hard to guess. Stay away from name, dates, and information that can be easily guessed. Memorize your password and never tell it to anyone. You will be required to change your password annually. This can be done at any time in the User Options section of Online Banking. Accounts: You may request to access any account for which you are a member or have cross account access. If you desire services that allow you to initiate payments or transfers from the account, you will need the required withdrawal authority over the account to be able to complete the transaction. By using the service, you agree to maintain one or more accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the system. If the accounts added to the service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Password are authorized unless we have been notified to cancel the service. HAR-CO Offers Online Banking, eStatements, and BillPay services. Related checking or savings fees such as overdraft and stop payment may apply. Please refer to the credit union's current fee schedule.

Cancellation of Online Banking: Your Online Banking may be canceled at any time. You will be responsible for any telephone charges you may incur in using the service. Your Online Banking may be canceled at any time by HAR-CO in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. You will remain responsible for all transactions approved by the system prior to the cancellation and for any other fees associated with the service. After cancellation, service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate services, you must call our Member Services Department listed in the Errors and Questions section.

Balance Inquiries, Bill Payments, and Transfer Limitations: You may use Online Banking to check the balance of your accounts and to transfer funds among your accounts. Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments, or charges. If you have further questions, contact our Member Services Department. **Stop Payment Service:** If urgent action is required, we recommend that you contact HAR-CO directly by telephone or in person. Additional terms of acceptance or disclosures may apply on the Stop Payment service, and these terms will be disclosed at the time you complete the request. The Stop Payment feature is designed to stop payment on checks you have written or electronic drafts that are deducted from your account. There may be additional fees associated with some of these services. If you have a problem or need to cancel a bill payment, contact our Member Services Department at 410-838-9090 or 410-879-3762.

Bill Payment Service: It is easy to pay bills online. Simply set up your Payees by choosing from the database of vendors (Payees) that already exist or by entering necessary information to schedule a payment. Due to liability issues, we will not accept payments to federal, state, or local tax agencies. Otherwise, there is no limit to who

you pay or how many payees you may establish. The daily limit for the total dollars of payments approved is governed by the system's available balance in the share draft account selected for making the payment. The maximum amount for a single payment is \$9,999.99. You can withdraw up to the system's available balance as long as your account shows sufficient funds to cover your payments. The payment will normally be charged to your account on the business date that it is approved, as well as any bill payment fees assessed by the credit union in accordance to the service charge schedule. Anything scheduled for a non-business day, will not be sent out until the following business day. Since we must forward the funds and billing information to the payee, some lead-time for payments is necessary. In general, the time frames will be determined by the way the payment is sent to the payee. If we have to send a paper check in the US Postal system, we typically suggest sufficient time such as ten (10) business days prior to the payee/vendor receiving the payment for processing at their address. If the payee accepts the payment electronically, we generally define sufficient time as two (2) business days prior to the payee/vendor receiving the payment. In all cases, the payment will be delivered to the payee/vendor by the tenth business day after the payment was approved and charged to your account. By using this service you authorize us, and any third party payment-processing agent, to choose the method most effective to process your transaction.

Express Pay: Funds will be withdrawn from your account when you submit the express payment. Payments submitted on a business day before the cutoff time designated by the payee will be made on the same business day. Payments submitted after the cutoff time will be made on the next business day. I AUTHORIZE HAR-CO Credit Union to post payment transactions generated by me through the BillPay service and my use of the BillPay service signifies that I have read and accepted all terms and conditions of the BillPay service. I UNDERSTAND that I must have a HAR-CO Credit Union checking account to use the Express Pay BillPay service and that fees will be charged to my account for each Express Pay transaction I initiate.

Payment Guarantee: We will reimburse you up to \$50 per payment for any late payment fees or penalties you are charged as a result of the Payee/Vendor not receiving a payment by the Due Date if all the following apply: 1.You scheduled the payment before the cut-off time on a transaction date at least ten (10) business days prior to the Due Date. 2.Correct information was provided to us about the Payee (name, address, account number, and amount). 3.Your account contained sufficient available funds to complete the payment or transaction on the transaction date. 4.The Payee was a Business Payee that charges late charges or penalties. 5.Late payment fees or penalties were assessed by the Payee due to the delay of this payment. 6.You received no prior notice from the Payee/Vendor that there was a problem with processing payments from our system. 7.You received no notice within the ten business day period that would have allowed you to alert our Member Services Department of a problem where we could have taken corrective action to remedy the situation prior to the tenth day.

Liability for Incomplete Transactions: It is our responsibility to process all bill payments properly initiated through the Online Banking system in accordance with this Agreement. We will be liable for damages, as defined in this Agreement, where the

system caused a payment delay or failed to process a payment to be received by the payee/vendor by the tenth business day following the date your account was charged for the payment. Account to account transfers will be processed within two business days of the completed transfer transaction. We will not be liable if any of the following occurs: 1. Funds are not showing on the system's available balance in your account that is to pay for the bill or transfer at the time of transaction. 2. Funds are subject to legal process or other encumbrances restricting the payment or transfer. 3. You had knowledge of or questions about the possible malfunction of the system when you initiated the transaction. 4. Any information provided by you about the Payee is incorrect. 5. There are any delays in the handling of the payment by the Payees. 6. Natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (mail delays, power failure, etc.) prevent proper completion and delivery of transactions. 7. Other applicable laws and/or regulations exempt us from liability. 8. It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of Online Banking or our service providers. 9. It can be shown that the delay was caused by unusual mailing delays by the US Post Office.

Notice of Your Rights and Liabilities: Notify us immediately if your Password has been compromised, lost, stolen, or used without your authorization. Failure to notify us immediately could result in the loss of all money accessible by the password. Telephoning us at the number listed in the Errors and Questions section is the best way of limiting your possible loss. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). If we are notified within two (2) business days after you discover that your password has been compromised, lost, or stolen, you can lose no more than \$50 if someone used it without your permission. If you do not notify us within two (2) business days, and we can prove we could have prevented someone from using the password without your permission, you could lose as much as \$500. If your statement shows unauthorized transfers, notify us within sixty (60) days, if we can prove that we could have stopped someone from taking the money if we had been told, you may not get back any money from us. If a good reason, (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods to a reasonable time. You agree that if you give your account number and password to anyone else, you are responsible for any use by them.

Additional Terms and Conditions: Overdrawing your account: You agree that you, your joint owner, or authorized user will not use Bill Pay to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the credit union immediately upon request and the current fee for overdrafts. This paragraph does not apply to any action in connection with any line of credit account. In such cases, the line of credit agreement will govern these costs. The credit union shall have as security for the payment of all indebtedness now and in the future owing any of the account owners to the Credit Union (whether direct or indirect), a security interest in all amounts credited to the savings account, on all checks, drafts and other items delivered for collection by for or through any of the account owners. The Credit Union, without prior notice or demand, may charge such indebtedness against the savings account whenever the Credit Union believes that prospect of payment is

impaired. You agree that you will not use your Bill Pay access for any transaction that is illegal under applicable federal, state or local law. Such use would constitute default and/or breach of contract and may result in termination of service. The Credit Union has the right to amend, change or cancel the services or access offered. We will notify you as legally required before a change will take effect if it will cause you greater costs or liability or if it will limit your ability to engage in electronic payments or deposits. We do not have to notify you in advance, however, if the change is necessary for security reasons.

Errors and Questions: In case errors or questions concerning transactions completed with Online Banking, do one of the following as soon as possible: Telephone the Member Services Department at 410-838-9090 or 410-879-3762; or Write to HAR-CO Credit Union, 30 Hickory Ave., Bel Air, MD 21014, Attn: Member Services Department. We must hear from you within sixty (60) days after you receive the first statement or notification in which the error or problem appeared. Please include the following information: 1. Name 2. Member Number 3. Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information. 4. Tell us the amount of the error. 5. For Bill Payer error tell us: Checking account number used to pay the bill, Payee name, Date the payment was sent, Confirmation number, Payment amount, Payee account number for the payment in question We will tell you the results of our investigation within ten (10) business days after we hear from you. If we need more time we may take up to 45 business days to investigate. If we decide there was no error, we will furnish you with a written explanation within three (3) business days after the investigation is complete.

Disclosure of Account Information to Third Parties: Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at least one of the following applies: 1. It is necessary to complete a transaction. 2. To verify the existence and condition of your account to a third party such as a credit bureau or merchant. 3. To comply with a governmental agency or court order. 4. If permission is given to us by you, which we may require to be in writing. 5. To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning our electronic funds service. 6. It involves a claim by or against us concerning a deposit to or withdraws from your account. 7. Where otherwise required or permitted under state or federal laws and/or regulations.

No Signature Requirements: When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you. **Virus Protection:** HAR-CO is not responsible for any electronic virus or viruses that you may encounter. We encourage our members to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. **Termination:** You may terminate the use of Online Banking by contacting HAR-CO in writing by mail, e-mail, or personal delivery to HAR-CO. If your account is closed or restricted for any reason, Online Banking accessibility will automatically terminate. **Governing Law:** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Maryland and local clearing house rules, as amended from time to time.

Amendments: Terms and conditions of this agreement may be amended in whole or part at any time. Amendments or changes to term(s) or condition(s) may be made without prior notice if it does not result in higher fees, more restrictive service use, or increased liability to you. Entire Agreement: This Agreement supplements any other agreements or disclosures related to your account(s). If there is a conflict between this Agreement and any others, or any statements made by employees or agents, the Electronic Funds Transfer Agreement and Disclosure shall supersede. Enforcement: In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the court and state in which HAR-CO Credit Union is located, if allowed by applicable law.

Effective 2/01/2018