

Rhode Island Credit Union

Branch24 Online Banking and Bill Payment Services Agreement and Disclosure Statement

This Branch24 Online Banking and Bill Payment Services Agreement and Disclosure Statement (referred to herein or on our website as the "Agreement" or the "Branch24 Agreement") governs the terms and conditions of the use of our Online Banking Service and our Online Bill Payment Service. Our Online Banking Service and our Online Bill Payment Service permit you to access your Accounts with us via the Internet for services selected by you and agreed upon by us. This Agreement sets forth your rights and responsibilities concerning these services. PLEASE READ THIS AGREEMENT CAREFULLY.

You may want to print this Agreement or you can download this Agreement to your computer. If you would like to receive a paper copy of this Agreement or have any questions, you may contact us at 401.751.7440 or use our secure messaging service.

1. DEFINED TERMS.

For the purposes of this Agreement, the terms "Credit Union", "our" "us" and "we" mean Rhode Island Credit Union. The terms "you" and "your" mean each depositor on an Account that is accessible by our Online Banking Service and/or our Online Bill Payment Service. In addition, each of the following terms have the following meanings:

"Account" or "Accounts"	Means your deposit and loan accounts with us, including, but not limited to, your checking, savings and certificate of deposit account(s) with us, that were established for personal, family or household purposes.
"Available Balance"	Means collected funds, including funds available pursuant to an overdraft credit line agreement with us. Collected funds do not include any funds subject to any freeze, hold, pledge, security interest or lien.
"Bill Payment"	Means the process or payment by which we pay your designated Payee based on your Payment Instructions.
"Bill Payment Service"	Means our Internet bill payment application designed for your online convenience.
"Electronic Fund Transfer" or "EFT"	Means a transfer of funds initiated by a computer to or from your Account, and is used as defined in the federal Electronic Fund Transfer Act, as amended from time to time.
"Electronic Record"	Means a contract or other record created, generated, sent, communicated, received or stored by electronic means.
"Funds Transfer"	Means the allocation of funds from one accessible, eligible Account to another accessible, eligible Account.
"Member Checking Account"	Means your primary checking account with us as established under your member account number.
"Online Banking Service"	Means our Internet application designed for your online banking convenience.
"password"	Means your personal code that is used in conjunction with your username to electronically access your Accounts. Password may also be referred to on our website as PIN.
"Payee"	Means the person or entity to whom you instruct us to direct a Bill Payment.
"Payment Instructions"	Means the information provided by you to schedule a Bill Payment to be made to your Payee, subject to the limitations in this Agreement.
"Transaction"	Means each Funds Transfer or Bill Payment.
"username"	Means your personal user identification that is used in conjunction with your password to electronically access your Accounts. Username may also be referred to in this Agreement and/or on our website as User ID, Login and/or other similar terms.

2. GENERAL.

Access to our Online Banking Service and our Online Bill Payment Service is available over the Internet. You can access these services from the Log On page on our website. When you activate our Online Banking Service and/or our Online Bill Payment Service on our website for the first time, you acknowledge that you have received and read this Agreement and understand and agree to be bound by the terms and conditions of this Agreement and, subject to applicable law, consent to the electronic delivery of this Agreement and any disclosures and other information required to be delivered in writing under applicable law.

You also acknowledge that one or more of the persons who established your Accounts with us has accepted this Agreement. This Agreement applies to all persons that are parties to the Accounts. By choosing to use our Online Banking Service and/or our Online Bill Payment Service, you agree that the terms and conditions in this Agreement, and any future amendments or changes to this Agreement, apply to you and any others whom you permit to use our Online Banking Service and/or our Online Bill Payment Service. If you do not agree with the terms and conditions contained in this Agreement, you may not use our Online Banking Service or our Online Bill Payment Service. By using our Online Banking Service and/or our Online Bill Payment Service, you consent to the electronic transmission of your personal financial information in accordance with this Agreement. Your consent will be deemed effective for as long as you use our Online Banking Service and/or our Online Bill Payment Service.

You agree that each owner of an Account is authorized to access all of the funds held in that Account. We are entitled to act on Transaction instructions received using your username and password and you agree that the use of your username and password will have the same effect as your signature authorizing the Transaction. **You are responsible for keeping your username, password and Account data confidential.**

3. ACCESS AND FUNCTIONS.

Using your computer or other Internet-access device, you can access our Online Banking Service and our Online Bill Payment Service 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods or any periods of technical difficulties.

Using our Online Banking Service, you can, subject to the terms and conditions of this Agreement and the applicable service specifications:

- Personalize your web settings;
- View select Account information;
- Complete Funds Transfers;
- Schedule one-time or recurring Funds Transfers;
- Request check withdrawals from your eligible Accounts;
- View transaction history;
- View images of checks that have been cleared within the past 120 days;
- Request the Credit Union to order additional checks for you, to stop payment on one or more of your checks, or to furnish you copies of checks that are older than 120 days or for which images cannot otherwise be accessed on-line; and
- Send and receive secure messages to and from authorized Credit Union representatives.

You may use our Online Bill Payment Service to schedule Bill Payments from your Member Checking Account.

4. HARDWARE AND SOFTWARE REQUIREMENTS.

To use our Online Banking Service and/or our Online Bill Payment Service, you will need Internet access (if by modem, 14.4 baud or higher), and an Internet browser that supports Secure Sockets Layer with 128 bit encryption. By way of example, the Internet browser may be Internet Explorer 5.0 version or higher or Netscape Navigator version 5.0 or higher. AOL users should use AOL 5.0 or higher. We recommend a computer with at least a 133 MHz processor and a 28.8 Kbps modem. You are responsible for selecting all systems, hardware and your Internet service provider. You are also responsible for any defect, malfunction or interruption in service or security due to hardware failure or your choice of Internet service provider, systems or computer services. We are not responsible for any errors or failures caused by any malfunction of your computer, and we are not responsible for any computer virus or related problems that may be

associated with the use of our Online Banking Service and/or our Online Bill Payment Service, your computer or other Internet-access device.

You are also responsible for all telephone charges incurred in connecting to our Online Banking Service and our Online Bill Payment Service and for charges by any service provider providing connection to the Internet.

5. ACTIVATING OUR ONLINE BANKING SERVICE AND/OR OUR ONLINE BILL PAYMENT SERVICE.

Our Online Banking Service and our Online Bill Payment Service are two separate services that must be activated separately.

A. Procedure to Activate our Online Banking Service.

You must be a member of the Credit Union to enroll in our Online Banking Service. If you wish to enroll in our Online Banking Service, you may do so by visiting our website at www.ricreditunion.org. To enroll in this service, you must comply with the following procedures: (i) enter your Account number and Express Service Phone 24 personal identification number; (ii) after you have been directed to the Consent to Electronic Delivery of Disclosures for Our Online Banking Service and/or Our Online Bill Payment Service, click on the "accept" button; (iii) after you have been directed to the Branch24 Online Banking and Bill Payment Services Agreement and Disclosure Statement, enter the last four digits of your social security number and your date of birth in the appropriate fields and click on the "accept" button; and (iv) after you have been directed to the Member Settings page, you should select a new username (referred to as your User ID on the screen) and password (referred to as your PIN on the screen) for purposes of accessing our Online Banking Service. Your selected username must be composed of at least six (6) characters. Your selected password must be composed of at least six (6) and not more than twelve (12) characters, at least one of which is a letter (excluding Q and Z) and one of which is a number. If you change your password at any time for Online Banking Service, this will also automatically change your Express Service Phone 24 personal identification number.

B. Procedure to Activate our Online Bill Payment Service.

If you wish to enroll in our Online Bill Payment Service, you must already have enrolled in our Online Banking Service and have a Member Checking Account. You must then complete an application for our Online Bill Payment Service, which application is available on our website at www.ricreditunion.org. You may submit your completed application to us electronically or print a copy of the completed application and deliver it to us in person or mail it to us at Rhode Island Credit Union, 160 Francis Street, Providence, Rhode Island, 02903. You understand and consent that, in connection with your application for our Online Bill Payment Service, we may obtain one or more consumer reports or other credit information about you from consumer credit reporting agencies and other sources. We will send you notice of the acceptance or denial of your application via e-mail or the United States mail. If your application is approved, you will then be able to initiate bill payments online.

6. PASSWORD AND SECURITY.

Using your username and password to access our Online Banking Service and/or our Online Bill Payment Service has the same effect as your signature authorizing Transactions. You agree to safely keep your username and password and not to record your username and/or password or otherwise disclose or make your username and/or password available to anyone other than authorized users of your Accounts. If you do disclose your username and/or password to a third party, you are authorizing that party to make Transactions on your Accounts. Anyone to whom you disclose your username and/or password and anyone who has access to your username and/or password will have full access to your Account information, including full access to your Accounts. You have no ability to limit any such person's authority. If anyone uses your username and/or password with your permission, you will be responsible for any Transactions performed by that person, including, without limitation, transfers from your Accounts.

7. USING OUR ONLINE BANKING SERVICE.

A. General and Limitations.

You may use our Online Banking Service for the services described in Section 3 of this Agreement. Except as provided in this section, you may transfer collected funds through our Online Banking Service in any amount, subject to funds availability. We reserve the right to limit you to 6 Funds Transfers and telephone transfers, including Online Banking Transactions, per month from your savings account. Of these 6 Transactions, you may be limited to no more than 3 Transactions per month by check, draft, debit card or similar order to third parties. Each Funds Transfer or Bill Payment from your savings account(s) may be counted as one of the 6 transfers you may be limited to each month. Payments,

however, from your savings account(s) to your loan accounts with us are not counted toward this limit. We also reserve the right to limit the frequency and dollar amount of Transactions from your Accounts for security reasons.

Subject to funds availability and applicable minimum withdrawal amounts in the case of lines of credit, you may request check withdrawals in any amount from a Prime Share Account, a Christmas Club Account, a Vacation Club Account, a Capital Account, a checking account and a line of credit account, such as a Security Line of Credit, Prime Line of Credit or a Customer Line of Credit. Each check we issue to you pursuant to a check withdrawal request will be sent through the United States mail to the last address we have on record for you.

B. Scheduling Funds Transfers.

Using our Online Banking Service, you can schedule a single Funds Transfer or recurring Funds Transfers. To schedule a single Funds Transfer to be made on the same day you schedule the Funds Transfer, you must schedule the Funds Transfer before 12:00 p.m. that day. You can also schedule recurring Funds Transfers (or "repeating Funds Transfers"), that is, Funds Transfers to be automatically initiated daily, weekly, bi-weekly, monthly, semi-monthly or quarterly. As with a single Funds Transfer, you must schedule the first recurring Funds Transfer before 12:00 p.m. on the date of the first recurring Funds Transfer. If you use the Online Banking Service to authorize recurring Funds Transfers, these Funds Transfers must be for the same amount.

You agree that your eligible Account from which a Funds Transfer is scheduled to be made will have sufficient Available Balance in order for us to make the Funds Transfer(s) you schedule. Except as provided in Section 17 of this Agreement with respect to overdraft protection, if the eligible Account from which a Funds Transfer is scheduled to be made does not have sufficient Available Balance in order for us to make the scheduled Funds Transfer, the Funds Transfer will fail. In such a case, the scheduled Funds Transfer will automatically be reattempted periodically until it can be completed successfully or it is canceled at your request.

C. Processing Date for Funds Transfers.

We can process a Funds Transfer immediately upon receipt of your instructions. If we receive your instructions on a non-business day or after our close of business on a business day, the Funds Transfer will reflect a posting date of the next business day. We will process scheduled Funds Transfers at 12:00 p.m. on the scheduled day. To the extent a Funds Transfer is scheduled for a non-business day, the Funds Transfer will reflect a posting date of the next business day. If we issue a check to you pursuant to a check withdrawal request, the account from which the check was drawn will be debited on the date we process your request.

If you schedule a recurring Funds Transfer for the 31st day of each month, this will be treated as scheduling such recurring Funds Transfer for the last calendar day of each month, namely either the 30th day or the 31st day depending upon the month, except that such recurring Funds Transfer for the month of February will always be made on February 28th, even in the case of a leap year.

If the end of a calendar month falls on a Saturday, Sunday or holiday, we may "close our books" for that month after the last business day but before the last actual day of the month. In such event, transfers made using our Online Banking Service after the books are closed will be treated for dividend and interest calculation purposes as if they occurred on the first day of the next month and will be reported on the statement applicable to the next month; but they will be shown on the statements as having occurred on the actual calendar day you made the transaction. In addition, loan payments made using our Online Banking Service after the books are closed will be treated for interest calculation and transaction reporting purposes as if they occurred on the actual calendar day you made the loan payment, but they will appear on the statement applicable to the next month. If having a record of the date on which you make a loan payment is important to you for income tax reporting purposes, you may want to make the payment on or before the close of the last business day of December to make sure it will appear on your year-end statement.

D. Canceling or Editing a Scheduled Funds Transfer.

You may edit or cancel either a scheduled pending single Funds Transfer or a scheduled pending recurring Funds Transfer until the Funds Transfer is processed by selecting and accurately completing the appropriate fields within the Online Banking Service. If we do not receive your complete and accurate instruction editing or canceling a scheduled single or recurring Funds Transfer prior to such time, we will process the Funds Transfer.

8. USING OUR ONLINE BILL PAYMENT SERVICE.

A. General and Limitations.

You may use our Online Bill Payment Service to pay bills from your Member Checking Account. To pay bills using our Online Bill Payment Service, you must use your computer or other Internet-access device to authorize a payment from your Member Checking Account. Your payment will be made either by transferring funds electronically or by sending the Payee a paper check. Payees who receive electronic delivery will receive your Bill Payment information, including your account number with the Payee, through a secure network. All of our checks are sent through the United States mail. If your Bill Payment is processed by transferring funds electronically, your Member Checking Account is debited on the date the payment is processed, which will be earlier than the date the payment is received by the Payee. If your Bill Payment is processed by issuing a paper check, your Member Checking Account is debited only after the Payee cashes such check.

Payments may be made only to Payees with United States addresses. You agree not to make alimony, child-support, tax or court directed payments or to pay any other governmental fees using the Online Bill Payment Service. Use of the Online Bill Payment Service to effect any such payment is at your sole risk and neither we nor our service providers will be responsible for any interest, fees, costs or other penalties that are imposed as a result of your improper use of the Online Bill Payment Service. Neither we nor our service providers will be under any obligation to research or resolve any matter resulting from such a prohibited payment. There is a \$1.00 minimum and a \$10,000.00 maximum for Bill Payment Transactions. We reserve the right to refuse to pay any merchant or other person to whom you may direct a Bill Payment. We are obligated to notify you promptly if we refuse to pay a Payee. This notification is not required if you attempt one or more of the prohibited Bill Payments described in this Section 8.A. We reserve the right to limit the frequency and dollar amount of Bill Payments from your Member Checking Account for security reasons.

B. Scheduling Payments.

Using our Online Bill Payment Service, you can schedule a single payment or recurring payments. To schedule a single payment to be made, you must schedule a payment to be made by check for processing at least 6 business days before the date you would like the payment to reach the Payee and you must schedule a payment to be made electronically for processing at least 3 business days before the date you would like the payment to reach the Payee. You can also schedule recurring payments (or "repeating payments"), that is, payments to be automatically initiated weekly, biweekly, semi-monthly, monthly, every 4 weeks, bimonthly, quarterly, semi-annually or annually. As with a single payment, you must schedule a payment to be made by check for processing at least 6 business days before the date you would like the payment to reach the Payee and you must schedule a payment to be made electronically for processing at least 3 business days before the date you would like the payment to reach the Payee. If you use the Bill Payment Service to authorize recurring payments, these payments must be for the same amount.

To use our Online Bill Payment Service, you must provide us with the name and address of the Payee, your account number with the Payee and any other information we require to properly debit your Member Checking Account and credit your account with the Payee. If we receive any Payment Instructions from a Payee, you authorize and instruct us to follow those instructions to help ensure that the Bill Payment is received by the Payee and promptly credited to your Account.

You agree that your Member Checking Account will have sufficient Available Balance in order for us to make the payments you schedule. In the case of an electronic payment, if your Member Checking Account does not have sufficient Available Balance, we will attempt to re-process the Bill Payment on the next 2 business days. In such a case, the Bill Payment will be canceled after the third failed attempt. If you want us to again re-process such a Bill Payment, you must then re-enter the transaction.

If your account number with the Payee or any other information changes, or if you wish to add or delete a Payee or Payees, you must enter all such designations and changes in the appropriate fields through the Bill Payment application prior to the date we process your Bill Payment. You authorize us to make all changes submitted by you or any other person having access to your password and Account information.

C. Processing Date for Bill Payments.

It is your responsibility to schedule your payments in such a manner that your payments may be paid on time. When using our Bill Payment Service, you should schedule payments in advance in order to provide us with sufficient time to deliver the payments before they are due. Usually, paper checks are received and processed by the Payee within 6 business days after we process the payment and electronic payments are received and processed by the Payee within 3 business days after we process the payment. We take no responsibility, however, for delays outside of our control such as postal service delays or delays by the Payee in processing the payment. In order to ensure that your Bill Payment will be received by the due date you specify during Bill Payment set-up, you must have sufficient Available Balance in your Member Checking Account on the date we initiate the payment.

D. Canceling or Editing a Bill Payment.

You may edit or cancel a pending single Bill Payment or you may edit or cancel a pending recurring Bill Payment until the Bill Payment is processed by selecting and accurately completing the appropriate fields from within the Online Bill Payment Service. If we do not receive your complete and accurate instruction editing or canceling a single Bill Payment or editing or canceling a recurring Bill Payment prior to such time, we will process the Bill Payment.

9. PRIMA FACIE EVIDENCE; STOP PAYMENT.

Any documentation provided to you that indicates that an Electronic Fund Transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie evidence that such transfer was made. The initiation by you of certain Electronic Fund Transfers from your Account(s) will effectively eliminate your ability to stop payment of the transfer.

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

10. UNAUTHORIZED TRANSFERS AND ADVISABILITY OF PROMPT REPORTING.

Tell us AT ONCE if you believe your username and/or password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your Accounts (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your username and/or password without your permission.

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

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

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

In addition, you may be liable for additional losses if your username and/or password is used to access your loan Accounts with us, including, without limitation, any Customer Line of Credit, Prime Line of Credit or Security Line of Credit you may have with us. Please consult your applicable credit agreement to determine your potential liability.

If you believe your username or password has been lost, stolen or otherwise became available to an unauthorized person, or that someone has transferred or may transfer money from your Account without your permission, call us at 401.751.7440 or write us at Rhode Island Credit Union, 160 Francis Street, Providence, Rhode Island, 02903. You may also use our secure messaging service during our normal business hours. You agree to provide at our request a written statement regarding the claims of unauthorized use of your username or password.

11. BUSINESS DAYS.

For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

12. FEES.

You will not be charged for our Online Banking Service. You will not be charged for our Online Bill Payment Service.

We may charge you additional fees. We may charge you a \$15.00 stop payment fee to stop payment on a check issued to pay a Payee pursuant to our Online Bill Payment Service. We may also charge you a \$30.00 non-sufficient funds ("NSF") or uncollected funds fee each time an item is returned for insufficient or uncollected funds. We may also charge you a \$30.00 overdraft fee each time an Account is overdrawn. We may also charge you a \$3.00 automatic transfer fee for any overdraft transfer. We may also charge you a \$3.00 copy fee for each check copy that we make for you. You will be charged a fee for check orders depending on the style and quantity of checks you order. You authorize us to automatically deduct these fees and any other service fees from your Member Checking Account or any other Account. We may change or add fees for our Online Banking Service and/or our Online Bill Payment Service by following the procedures as set forth in this Agreement.

You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone and/or Internet service provider.

13. CONFIDENTIALITY.

In order that your privacy may be protected, we will not disclose any information about you or your Account or Accounts to any person, organization or agency except:

- A. for certain disclosures necessary for the completion of a Bill Payment or Funds Transfer;
- B. for verification of the condition and existence of your Account or Accounts for a third party such as a credit bureau or merchant;
- C. to persons authorized by law in the course of their official duties;
- D. to our employees, auditors, service providers, attorneys or collection agents in the course of their duties;
- E. pursuant to a court order or lawful subpoena;
- F. by your written authorization which shall automatically expire after 45 days; or
- G. in accordance with our Privacy Notice and Disclosure (a copy of which is available at our offices).

14. DOCUMENTATION AND VERIFICATION OF FUNDS TRANSFERS AND BILL PAYMENTS.

A. Reference and Confirmation Numbers.

Upon completion of a Funds Transfer using our Online Banking Service, the date and time of when the Funds Transfer was completed will appear on your computer screen. A confirmation number will be assigned to a scheduled Funds Transfer. Upon completion of scheduling a Bill Payment using our Online Bill Payment Service, you will receive a message on your computer screen confirming whether the payment has been successfully scheduled. A confirmation number will be assigned to a completed Bill Payment and will be displayed in your Payment History. You may save or print these numbers for your records. You should record these numbers, along with the Transaction date(s) and amount of such transfers in your records.

B. Periodic Statements.

Your Account activity will appear on your periodic account statement. You will receive a monthly statement showing Transactions completed using our Online Bill Payment Service. If you make any Funds Transfers in a given month using our Online Banking Service, you will receive a statement for that month. If you make no Transactions in a particular month using our Online Banking Service, you will receive statements at least quarterly. You agree to review your Account statement promptly after you receive it. If your Account statement shows a Transaction that you did not authorize, you must notify us at once.

15. OUR LIABILITY IF WE FAIL TO MAKE CERTAIN TRANSFERS.

Our liability if we fail to properly complete electronic transfers is governed by federal and state law. The following is a summary of that law and is provided for your information. It is not intended to affect our or your rights under that law.

The following applies to EFTs, as defined in the definition section of this Agreement only. If we do not complete an EFT to or from your Accounts on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- A. If, through no fault of ours, you do not have enough money in your Account to make the Funds Transfer or Bill Payment.
- B. If the Funds Transfer or Bill Payment would go over the credit limit on your overdraft line.
- C. If we are legally restricted from transferring the funds in your Account.

- D. If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
- E. If the Online Banking System and/or the Online Bill Payment System were not working properly, and you knew about the breakdown when you started the Funds Transfer or Bill Payment.
- F. If you have not properly followed the instructions for using our Online Banking Service or our Online Bill Payment Service.
- G. If your operating system is not properly installed or functioning properly.
- H. For errors or failures from any malfunctions of your browser, Internet service provider, computer, computer virus or other problems relating to the computer equipment you use, including, without limitation, your inability to access the website or any part of the application.
- I. For a failure to provide access or for interruptions in access due to system failure.
- J. If you do not authorize a Bill Payment soon enough for your payment to be made and properly credited by the Payee by the time it is due.
- K. If a Payee mishandles or delays a Bill Payment sent by us.
- L. If you have not provided us with the correct name, phone number, or account information for the Payee in a Bill Payment transaction.

There may be other exceptions stated in our Membership and Account Agreement with you.

Provided none of the foregoing exceptions to the service performance obligations is applicable, if either our Online Banking Service or our Online Bill Payment Service causes an incorrect amount of funds to be removed from your Account, we shall be responsible for returning the improperly transferred funds to your Account. If our Online Bill Payment Service causes funds from your Account to be directed to an incorrect Payee, you agree to help us recover funds directed to the incorrect Payee. We will make reasonable efforts to direct any previously misdirected Bill Payment to the proper recipient. Finally, if your request to cancel a pending Bill Payment is received prior to the time the payment is processed and we do not cancel the pending Bill Payment, we will be liable for your losses or damages. You should be aware that electronic communications are not always instantaneous and can involve delays of several hours or longer.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE EQUIPMENT, SOFTWARE AND/OR OUR ONLINE BANKING SERVICE OR OUR ONLINE BILL PAYMENT SERVICE.

16. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.

If you believe there has been an error related to an EFT (as defined in this Agreement), you have a question about an EFT, you think your statement is wrong or you need more information about an EFT listed on the statement:

Telephone us at 401.751.7440

Monday through Wednesday between 8:30 a.m. and 4:30 p.m.;
Thursday between 8:30 a.m. and 5:30 p.m.; or Friday between 8:30 a.m. and 5:00 p.m.
(excluding holidays during these times), or

Write us at
Rhode Island Credit Union
160 Francis Street
Providence, Rhode Island 02903, or

Email us using our secure messaging service as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

YOU MUST CONTACT US ONLY AT THIS TELEPHONE NUMBER OR ADDRESS ABOUT YOUR ERRORS OR QUESTIONS. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- A. Tell us your name and Account number (if any).
- 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.
- D. It will be helpful to us if you also give us a telephone number at which you can be reached in case we need any further information.

If you notify us orally, we may require that you send us your complaint or question in writing within 10 business days following the date you notified us.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

For errors involving point-of-sale transactions, new accounts 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.

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 for a reasonable charge. We must make these documents available to you for your inspection. If your alleged error concerns a transfer to a third party (for example, a Social Security payment), our investigation may be limited to a review of our own records. If we decide there was no error, you may want to contact such third party to pursue the matter further.

17.OVERDRAFTS.

When you schedule a Funds Transfer, you authorize and request us to withdraw the necessary funds from your Accounts with us. When you schedule a Bill Payment, you authorize and request us to withdraw the necessary funds from your Member Checking Account and make payments for you. Each instruction to us to withdraw or transfer from an Account is an order to us to pay from that Account on the processing date. You will receive notice of any payment that we are unable to process due to an issue with your account, such as insufficient funds (NSF). If the payment was to be transmitted electronically, the notice will be provided via email, and if the payment was to be transmitted via check, the notice will be provided via U.S. Mail. In connection with any such payment, you may also be subject those additional fees, for example an NSF fee, as are typically imposed on returned or rejected items.

We may charge Funds Transfers and Bill Payments against your Accounts even though the charge creates an overdraft. If you overdraw your Account, you agree to immediately pay us the overdrawn amount and the overdraft fee described in Section 12 above. If the Account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that Account rather than this Agreement.

By enrolling for and using our Online Banking Service and/or our Online Bill Payment Service, you agree that we have the right to collect funds from all of your Accounts to recover funds for all payments that have been requested to be paid by you and your authorized user. This includes Accounts on which you are the primary member-owner, as well as Accounts on which you are the joint owner.

18.EXCLUSION OF LIABILITY AND WARRANTIES.

Our Online Banking Service and our Online Bill Payment Service make use of a private network, intended for authorized users only. We have confidence in the security measures we employ. However, this is not an invitation for individuals to attempt unauthorized access. BY USING THIS SERVICE, YOU AGREE TO ACCEPT COMPLETE RESPONSIBILITY THEREFOR. THE CREDIT UNION AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO YOUR USE, AUTHORIZED OR UNAUTHORIZED, AND THE CREDIT UNION FURTHER SPECIFICALLY DISCLAIMS

ANY AND ALL WARRANTIES WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

19. WEB CONTENT AND MATERIALS.

We and our suppliers may discontinue or make changes in the information, products or services described herein at any time. Any dated information is published as of its date only, and we do not undertake any obligation or responsibility to update or amend any such information. We reserve the right to terminate any or all website offerings without prior notice to the user. Furthermore, by offering information, products or services via this Worldwide Website, no solicitation is made by us to any person to use such information, products or services in jurisdictions where the provision of such information, products or services is prohibited by law.

A. Limitation of Liability

Because of the possibility of human and mechanical error as well as other factors, we are not responsible for any errors in or omissions from information contained in or accessed through this website. All such information is provided "AS IS" to the user without express or implied warranties of any kind including, without limitation, the warranties of merchantability, non-infringement of intellectual property or fitness for any particular purpose. Furthermore, we will not be liable for any delay, difficulty in use, inaccuracy of information, computer viruses, malicious code or other defect in this website, nor for the incompatibility between this website's files and the user's browser or other site accessing program. We will not be liable for any other problems experienced by the user due to causes beyond our control. No license to the user is implied in these disclaimers.

B. Links to Other Sites

If we provide links to non-Rhode Island Credit Union websites, they are provided solely as pointers to information on topics that may be useful to users of our website, and we have no control over the content on such non-Rhode Island Credit Union websites. If you choose to link to a website not controlled by us, we make no warranties, either express or implied, concerning the content of such a site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor do we warrant that such site or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. We do not guarantee the authenticity of documents on the Internet. Links to non-Rhode Island Credit Union sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites.

C. Disclaimer

Product offers, rates, terms, and other information provided herein are subject to change without notice. We may discontinue or make changes in the information, products or services described herein at any time. We reserve the right to terminate any or all web offerings without prior notice to the user. Due to occasional inaccessibility to our website, we can not guarantee completeness or accuracy of the information provided herein. We reserve the right, in our sole discretion and without any obligation, to correct any error or omissions in any portion of the services, product or materials.

20. THIRD PARTIES.

You understand that support and services are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

21. CHANGE IN YOUR NAME OR ADDRESS.

You agree to promptly notify us in writing of any change in your name or address. If your name changes, you must visit one of our offices to sign a new account card. If your address changes, you must visit one of our offices to complete and sign a change of address form. All name change requests and address change requests are subject to verification by us prior to our reflecting any such change on our records.

22. TERMINATION OR DISCONTINUATION OF SERVICES.

In the event you wish to discontinue our Online Banking Service and/or our Online Bill Payment Service, you must notify us in writing at least 10 business days prior to the first day of the month you wish to discontinue service. You may write to us at Rhode Island Credit Union, 160 Francis Street, Providence, Rhode Island 02903. You may also notify us through secure messaging. If you notify us verbally, you must also send us written notification at the address above. After your

proper notice is received by us, the date of termination or discontinuance of service for purposes of calculating monthly fees will be the first day of the next calendar month. As such, monthly fees will not be pro-rated. You authorize us to continue making Funds Transfers and Bill Payments you have previously authorized until the first day of the next calendar month following receipt of a proper election to terminate or discontinue our Online Banking Service and/or our Online Bill Payment Service. Once we have acted upon your termination notice, we will make no further Funds Transfers or Bill Payments from your Account, including Funds Transfers or Bill Payments you previously authorized.

Because our Online Banking Service and our Online Bill Payment Service are two separate services, each must be canceled separately. You may not, however, cancel our Online Banking Service if you wish to continue using our Online Bill Payment Service.

Any one person who can use the Account is eligible to terminate our Online Banking Service or our Online Bill Payment Service. If more than one person is authorized to withdraw funds from your Account, or if another person is authorized to electronically access your Account, we cannot stop that person from using our Online Banking Service or our Online Bill Payment Service.

We may modify, suspend or terminate your privilege of using our Online Banking Service and/or our Online Bill Payment Service and may withhold approval of any Transaction, at any time, without prior notice to you. Your privilege of using our Online Banking Service and/or our Online Bill Payment Service will terminate automatically if there is a 6 month period in which you do not complete any Transactions using the service in question. In the event we terminate your privileges, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable.

Neither termination nor discontinuation of our Online Banking Service or our Online Bill Payment Service shall affect your liability or obligation under this Agreement. If either you or we end your rights to use our Online Banking Service or our Online Bill Payment Service, we will no longer be required to complete any of your Online Banking or Online Bill Payment Transactions. You will remain obligated to us under this Agreement for all of your Online Banking or Online Bill Payment Transactions, even if they occur or are completed after this Agreement is ended.

23. INFORMATION AUTHORIZATION.

In order to facilitate Bill Payment or investigate fraud, it may be necessary to obtain additional information from other financial institutions, merchants or consumer credit reporting companies. By accepting and using our Online Bill Payment Service, you agree that, without limiting the generality of any other provision of this Agreement, we have the right to request from time to time a review of your credit rating at our expense through an authorized bureau. In addition, you authorize us to obtain information regarding your Bill Payment Transaction from a merchant or other Payee to resolve payment-pending problems.

24. DISPUTES.

In the event of a dispute regarding our Online Banking Service and/or our Online Bill Payment Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

25. ASSIGNMENT.

You may not assign this Agreement to any other party. We may assign this Agreement to our successors in interest or to any directly or indirectly affiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

26. NO WAIVER.

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

27. GOVERNING LAW.

This Agreement is governed by the federal laws of the United States and the laws of the State of Rhode Island, unless otherwise required by federal or state law. Any issue relating to an Account or service with us that you access

through our Online Banking Service and/or our Online Bill Payment Service shall be governed by the laws specified in the agreement for that Account or service if there is a separate agreement for that Account or service.

28. CAPTIONS.

The captions of the Sections contained herein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

29. AMENDMENT.

We may amend or change the terms and conditions, including all applicable fees and service charges, of this Agreement at any time. We will provide you with notice at least 21 days before the amendment becomes effective by sending written notice to you at your address on record with us if the amendment or change will result in greater costs or liability to you or stricter limitations on the type, amount or frequency of transfers you may make. To the extent permitted by applicable law, we will notify you of any such change or amendment electronically by posting such notice on our Branch24 web page. If, however, an immediate change in the terms and conditions is necessary for security reasons, we may amend these terms and conditions without such prior notice.

Any use of our Online Banking Service and/or our Online Bill Payment Service after we send you notice of the change or amendment will constitute your agreement to such change(s) or amendment(s). If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to our Online Banking Service and/or our Online Bill Payment Service.

Further, we may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of our Online Banking Service and/or our Online Bill Payment Service programs, services, and/or related material and limit access to the services' more recent revisions and updates.

30. CONFLICT OF PROVISIONS.

This Agreement is intended to supplement and not to replace other agreements between you and us relating to your Accounts, including, without limitation, our Membership and Account Agreement, our Truth-in-Savings Disclosure, our Electronic Funds Transfer (EFT) Disclosure Statement and Cardholder Agreement, and our Funds Availability Schedule, each of which may be amended from time to time. In the event of a conflict between this Agreement and any other Account rules and agreements that apply to your Accounts, this Agreement shall govern and prevail, unless otherwise specified in this Agreement.

Last Revised: January 2008