SOUTHBRIDGE CREDIT UNION
ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

This Agreement and Disclosure describe your rights and obligations as a user of electronic services offered by the Southbridge Credit Union. It also describes the rights and obligations of the Southbridge Credit Union. We recommend that you read this agreement carefully and print or otherwise retain a copy for your records. As an authorized account holder you must abide by the terms and conditions of this agreement as well as those provided to you as account opening in order to use these services.

By clicking "I Agree" you consent and agree to the terms and conditions in this Electronic Services Agreement and Disclosure.

Cybersecurity Disclosure

Knowing some cybersecurity basics and putting them into practice will help protect yourself and your personal information.

- Avoid accessing your online banking when connected to unsecure or public Wi-Fi
- Avoid opening emails, links, or attachments from unknown sources
- Protect yourself from social media scams. Scammers often create fake profiles, befriend innocent people, and send spam messages that lead to malicious websites
- Use complex passwords (combination of letters, numbers, and symbols)
- Change your passwords frequently & avoid sharing them
- Consider adjusting the security settings of your browser, such as blocking or limiting cookies
- Avoid ignoring software updates. Installing the latest updates to your phone, computer, and apps contain vital security improvements that repair any weaknesses the company has identified in their security
- Secure your files- back up important files offline, on an external hard drive, or in the cloud
- Limit personal info you share online

Electronic Consent Agreement

In this Electronic Consent Agreement, "you" and 'your" refers to the individual seeking electronic communication with the Southbridge Credit Union. "We", "us", and "our" refer to the Southbridge Credit Union

This Electronic Consent Agreement applies to all communications for products and services offered through our various online applications.

The Electronic Consent Agreement documents your consent to conduct transactions electronically and to receive electronic communications including but not limited to disclosures or disclosures regarding changes in the terms of your account, notices, and communications associated with the product or service offered through our various online applications.

You understand prior to consenting, that:

1. Your consent applies to conducting transactions electronically and to receiving all communications from us electronically.
2. You may request a paper copy of any electronically sent communication or disclosure by printing yourself or by contacting the Southbridge Credit Union using the contact information below. Fees may be assessed for paper copies. Please refer to our Schedule of Fess.
3. By consenting to conduct transactions and receive communications and disclosures electronically, you agree to provide us with a valid email address and update us to any changes by updating your information in online banking, our mobile banking app, visiting a branch, or calling the Southbridge Credit Union.

We reserve the right to provide any communication in paper.

Withdrawing Consent
You can withdraw your consent by contacting the Southbridge Credit Union using the contact information below. Any withdrawal of your consent to receive electronic communications will result in termination of use of our various online applications.

Hardware and Software Requirements
The minimum hardware and software requirements needed to access, view, and retain electronic communications require that you must have the following: a personal computer or mobile device with an internet browser that has a commercially reasonable level of encryption, an internet connection capable of receiving, accessing, or displaying electronic communication, an e-mail address, and either a printer or sufficient electronic space to store communication received from us in electronic format.

Duration
This agreement and consent will remain in effect until you withdraw your consent in the manner described above.

Contact Information
888-599-2265
Southbridge Credit Union
179 Main Street, PO Box F, Southbridge, MA 01550
info@southbridgecu.com
www.southbridgecu.com, online banking and our mobile banking app

Online Banking Agreement and Disclosure

To access and use Online Banking you must have a personal computer and a valid email address. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

When Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). The access code selected by you is for your security purposes. Any access code selected by you is confidential and should not be disclosed to third parties. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code that authority shall continue until you specifically revoke such authority by notifying the Southbridge Credit Union. You understand that any joint owner you authorize to use an access code may

withdraw or transfer funds from any of your accounts. If you fail to maintain the security of your access code and the Southbridge Credit Union suffers a loss, we may terminate your Online Banking services immediately.

If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all Online Banking transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Southbridge Credit Union may accept orders and instructions regarding any Online Banking transaction on any account from any joint account owner.
At the present time, you may use Online Banking to:

- Obtain account information.
- Pay bills to merchants or institutions with a United States address using the Southbridge Credit Union's Bill Payment Service.
- View check images online.
- View eStatements and Tax Documents online.
- Set up email/text alerts.
- Place a stop payment.
- Open accounts.
- Debit/ATM Card Management – turn your card on and off, report lost/stolen, and reorder card
- Transfer of funds internally – below are types of transfers that can be made, some of which may not apply to your account
    - Transfer funds from checking to savings
    - Transfer funds from checking to checking
    - Transfer funds from savings to checking
    - Transfer funds from savings to savings
    - Make loan payments to your loan from your checking
    - Make loan payments to your loan from your savings

Transaction Limitations
We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below the required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries you may make in anyone one (1) day.
- We may limit the type, frequency and amount of transfers for security purposes and may change or impose the security limits without notice, at our option.

Fees and Charges

There are currently no fees associated for access to Online Banking. For a current listing of all applicable fees, see our current Schedule of Fees, which is available on our website, www.southbridgecu.com. From time to time, these fees may be changed. We will notify you of any changes as required by applicable law.

Termination of Online Banking Services
You may terminate this Agreement at any time by notifying us in writing and stopping your use of your access code. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may at our discretion notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your access code for Online Banking services. Whether you or the Southbridge Credit Union terminates this Agreement, the termination shall not affect your obligations under our Electronic Funds Transfers Agreement and Disclosure. Should there be a period of inactivity of one hundred eighty (180) days, we reserve the right to remove access due to this inactivity.

Mobile Banking Disclosure and Agreement

Please read this Agreement carefully before accessing or using Mobile Banking. By accessing or using the service, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, do not access or use the service.

SCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes.

Mobile Banking Services
The following terms and conditions apply to the Mobile Banking service.

- Mobile Banking is offered as a convenience and supplemental service to our Online Banking services and is not intended to replace Online Banking accessed from a personal computer or other methods you use to manage your accounts.
- We may limit the types and number of accounts eligible and may refuse to make any transaction requested through Mobile Banking. We may modify the scope of the service at any time and may offer additional services and features in the future, which will be governed by this agreement and any terms provided at enrollment.
- Mobile Banking may not be accessible or may have limited utility over some network carriers and may not be supportable for all devices. The Southbridge Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier. Your wireless carrier may assess fees for data or text messaging services.

Use of Service

In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your device, and we will not be liable to you for any losses caused by your failure to properly use the service or your device.

Other Agreements
When you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with the Southbridge Credit Union except as expressly otherwise stated, and with any unaffiliated service providers, including, but not limited to, your mobile service provider. This agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed by your mobile service provider), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services, and you agree to resolve any problems with your provider directly without involving us. Any deposit account, loan or other banking product accessed through this service is also subject to the Membership and Account Agreement and Disclosures, Electronic Funds Transfer Agreement, Online Banking Agreement, Account Rate and Fee Disclosures, Funds Availability Agreement, and Loan Agreements.

Permitted Mobile Banking Transfers
Transactions in Mobile Banking are subject to the terms and limitations disclosed in the applicable deposit and loan agreements and disclosures. You may transfer or withdraw up to the available balance in your account at the time of transfer, except as limited under this agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may process transfers that exceed your available balance at our discretion. If we process the transfer, you agree to cover any overdraft amount plus any applicable fees. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the security limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds. You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

- **Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information accessed via Mobile Banking; that information you provide is accurate, current, and complete; that you have the right to provide such information; and that you are an authorized user of the device used to access Mobile Banking. You agree not to misrepresent your identity or account information and to keep your information up to date.
- **User Security.** You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using Mobile Banking, not to leave your device unattended while logged in, and to log off immediately after each session. Do not provide your username, password, or other access information to unauthorized persons. If you permit others to use your device or access information, you are responsible for any transactions they authorize. Do not use

personally identifiable information when creating shortcuts to your account. We make no representation that Mobile Banking is available outside the United States; accessing from outside the U.S. is at your own risk.

- **User Conduct.** You agree not to use Mobile Banking in any way that infringes third-party rights; is fraudulent; violates applicable laws or regulations; is false, misleading, or inaccurate; creates liability for us or our service providers; is defamatory, threatening, or harassing; is potentially illegal, offensive, or objectionable; interferes with networks or other users; or attempts to gain unauthorized entry or access to systems of others.
- **No Commercial Use or Re-Sale.** The Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent, or distribute access to Mobile Banking.
- **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend, and hold harmless the Southbridge Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses, and costs (including reasonable attorneys' fees) caused by or arising from (i) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (ii) your violation of any law or rights of a third party; or (iii) your use, or use by a third party, of Mobile Banking.

Mobile Remote Deposit Capture Disclosure and Agreement

By accessing or using the service, you agree to be bound by the Terms and Conditions set forth below. If you do not wish to be bound by these terms and conditions, do not access or use the service.

- Mobile Remote Deposit Capture allows you to make check deposits to your Southbridge Credit Union deposit accounts from remote locations by capturing a picture of both sides of the check and submitting the check images and associated deposit information to Southbridge Credit Union.
- Southbridge Credit Union is not responsible for technical difficulties you experience attempting to use Mobile Remote Deposit Capture. Mobile Remote Deposit Capture may at times be temporarily unavailable. It is your sole responsibility to verify that items deposited using Mobile Remote Deposit Capture have been received and accepted for deposit.
- To use Southbridge Credit Union's Mobile Remote Deposit Capture service, you must have a suitable mobile device.
- When you make a successful Mobile Remote Deposit Capture deposit, you will be notified by an application message. Once you have received confirmation that we have successfully processed your Mobile Remote Deposit Capture deposit, you will clearly mark "void" and retain your check for an additional ninety (90) business days. You agree to defend, indemnify and hold Southbridge Credit Union and any Southridge Credit Union third party service provider from any claims, damages, losses, liability or expenses to which we and/or our service provider may become subject as a result of an item you deposited via Mobile Remote Deposit Capture being

presented for duplicate payment. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Southbridge Credit Union as requested.

- You are fully responsible for the destruction of checks. After the required retention period expires, you agree to use commercially reasonable method(s) to destroy original checks and to implement procedures to prevent unauthorized access during storage, destruction, and disposal. Once destroyed, checks must no longer be readable or capable of being reconstructed. The risk of loss associated with accidental inclusion of a physical check in the collection process or with a lost, destroyed, stolen, or misplaced check is exclusively on the member.
- Eligible items: checks drawn on U.S. financial institutions in U.S. dollars, checks drawn on the United States Treasury, or checks drawn on any state or local government of the United States. Checks must be payable to you with the restrictive wording "for mobile deposit only" written on the back. You agree not to deposit checks that are not payable to you; have apparent alteration; are known or suspected fraudulent/unauthorized; are payable in a currency other than U.S. dollars; are dated more than six (6) months prior to attempted deposit; or that you have reason to believe will not be paid.
- The check image transmitted via Mobile Remote Deposit Capture must be legible and compliant.
- We may establish limits on the total number of checks or total amount of checks deposited through Mobile Remote Deposit Capture and may change such limits at any time without notice.
- We may terminate or change the terms of Mobile Remote Deposit Capture service at any time, including categories of checks accepted or endorsement requirements, with or without notice.
- We may, at our sole discretion, refuse to accept any item presented for deposit via Mobile Remote Deposit Capture and will notify you via the method agreed with you. We have no liability to you for declining to accept items presented for deposit via Mobile Remote Deposit Capture.
- Items transmitted using Mobile Remote Deposit Capture are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, items transmitted through Mobile Remote Deposit Capture will be handled in accordance with Southbridge Credit Union's Funds Availability Policy.
- Notify us of any errors with respect to Mobile Remote Deposit Capture deposits within sixty (60) days after we send you the first periodic statement on which they appear. We will review your claim and correct any error on our part. We will not be responsible for errors asserted more than sixty (60) days after we send the statement. For errors, contact us at 1-888-599-2265 or email us via our secure messaging service within Online/Mobile Banking.
- You agree not to copy, reproduce, distribute, or create derivative works from the content of the Mobile Remote Deposit Capture service or to reverse engineer or reverse compile any technology used to provide the Mobile Remote Deposit Capture service. The Southbridge Credit Union and any third-party service providers retain all ownership and proprietary rights in the Services, associated content, technology, and websites. You agree to cooperate with us in investigating unusual transactions, poor quality transmissions, and resolution of member claims,

including by providing any originals or copies of items deposited through the Service and your related records upon request and without further cost.

Disclaimer of Warranties
Your use of the Mobile Remote Deposit Capture program and all information and content (including third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranty that the services will meet your requirements or be uninterrupted, timely, secure, or error-free, that results will be accurate or reliable, or that errors will be corrected.

Limitation of Liability
We will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including lost profits, goodwill, use, data, or other losses resulting from use of the services, inability to use the services, or termination of the services incurred by you or any third party regardless of the form of action or claim (contract, tort, strict liability, or otherwise), even if Southbridge Credit Union has been informed of the possibility of such damages.

Stop Payments (Checks) Terms and Conditions

Before placing a stop payment, verify the check(s) has/have not cleared your account. The system will not allow for a stop payment to be placed on checks that have already cleared your account. Checks can only be returned if they have not cleared your account. Once a stop payment request has been confirmed in online/mobile banking, the stop will be placed immediately, and a fee will be charged to your account according to the Southbridge Credit Union current Schedule of Fees.

In requesting the Southbridge Credit Union to stop payment on check(s), you agree to hold the Southbridge Credit Union harmless against any and all losses, claims, damages, and costs, including court costs and attorney fees, that the Southbridge Credit union may suffer or incur by reason of non-payment of the submitted stop payment if presented prior to the withdrawal of these instructions or expiration thereof.

You understand that it is necessary to provide the correct information related to the transaction(s) and that failure to do so may result in the payment of the submitted item(s). I agree to hold harmless and indemnify the Credit Union for all expenses, costs, and damages incurred by payment of the above item(s) if such payment is the result of my failure to provide this Stop Payment Request in time to allow the Credit Union reasonable opportunity to act upon it, or if such payment is the result of my failure to furnish any item of information requested above completely, accurately, and correctly.

Written stop payment orders for checks are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

Bill Payment Program – Terms and Conditions

The Southbridge Credit Union hereby states the following terms and conditions for your use of bill payment services through our Online/Mobile Banking Platforms. Southbridge Credit Union reserves the right to modify these terms and conditions at any time. Your use of bill payment services constitutes your acceptance of these terms and conditions and any modification thereof.

- You agree to accurately follow product use instructions provided in the screens.
- You agree to schedule bill payments (payment transaction date) at least five (5) days before the payment due date, not including any grace period.
- You agree to provide correct payee name, address, account information and payment information.
- You agree to maintain sufficient funds in the designated checking account on the payment transaction date.
- You agree that use of your Digital Banking User ID and Password is your signature authorization for any payment.
- You agree to notify Southbridge Credit Union no later than thirty (30) calendar days after you receive the first bank statement on which you believe a problem or error occurred. You may call 1-888-599-2265 or write to: Southbridge Credit Union, P.O. Box F, Southbridge, MA 01550.

Bill Payment Functions

Usage
You may use the Bill Payment Program to make payments from your designated checking or money market account.

Bill Payments
Our processor will make your payment either by transferring funds electronically to the payee, or by sending the payee a paper check (at our processor's choice). Please allow ample time for your payments to reach your payees. We reserve the right to limit the frequency and dollar amount of payments from your accounts for security reasons. Some payment transactions will be subject to the rules of the National Automated Clearing House (NACHA). Payments can only be made to payees with a United States address. We reserve the right to refuse to pay certain payees. When you access Bill Payment to transmit a payment instruction, you authorize us to debit the amount of the payment from your account accordingly.

Recurring Payments
You may authorize automatic recurring payments to pay recurring bills. These payments must be for the same amount each month and will be paid on the same date each month, or on the following business day if the regular payment date falls on a weekend or holiday.

Insufficient Funds

You are responsible for any non-sufficient funds (NSF) or overdraft charge we may impose. Refer to our Schedule of Fees. We also reserve the right to refuse to honor a payment request that reasonably appears to us to be fraudulent or erroneous.

Scheduling Payments
When using Bill Payment you should enter and transmit your bill payment instructions at least five (5) business days before a bill is due. It is your responsibility to authorize your payments in such a manner that your bills will be paid on time. You are responsible for any late payment or finance charge that may be imposed by the payee as a result of your failure to transmit payment instructions at least five (5) business days in advance of the bill due date.

Cancelling Payments
A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled process date. Please consult the Bill Pay help files for assistance with cancelling payments.

Transfer Payments
When you add a Transfer Account to your current bill pay service, or when you select Transfer Type menu items "Single Transfer" or "Recurring Transfer," you are requesting an electronic transfer from your account. Upon such a request, Southbridge Credit Union will make electronic transfers via the ACH system from your checking account that you specify to the account(s) outside the Online Bill Pay account that you selected. You agree that such requests constitute your authorization for these transfers. You acknowledge that the origination of these ACH transactions from your account(s) must comply with provisions of U.S. law. This authority will remain in full force and effect until we receive written confirmation of its termination and until there is reasonable opportunity to act upon it.

Customer Support
For any problems or concerns that you may have regarding your bill payments, please contact our processor at 866-784-2496 or through the "Chat Line" available in the Bill Payment Program. They are available Monday thru Friday 7:30 a.m. – 2:00 a.m. Eastern Standard Time (EST).

Termination
Either you or we may terminate this Agreement and your Bill Payment enrollment at any time upon giving written notice of the termination to the other party. If you terminate Bill Payment, you authorize us to continue making bill payments you have previously authorized. You must use Bill Payment to cancel any automatic recurring payments prior to termination; otherwise we will continue to make such payments. Should there be a period of inactivity of one hundred eighty (180) days, we reserve the right to remove access due to this inactivity.

Governing Law
This Agreement shall be interpreted and governed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its provisions on conflict of law.

E-Statement User Agreement

Agreement. This Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements ("eStatements") for your accounts at Southbridge Credit Union. By

entering into this Agreement, you accept all the terms and conditions contained herein. Please read it carefully. When you receive eStatements, the terms and conditions of the deposit agreement and disclosures for each of your SCU accounts, as well as your other agreements with Southbridge Credit Union such as loans, continue to apply.

Consent to Electronic Delivery of Account Statements (eStatements). When you are signed up for eStatements, you agree to receive your periodic account statements online through our Online/Mobile Banking Service. Your electronic statements will contain the same content as the paper version you have been receiving, which includes: account balances, transaction activity, electronic funds transfer information, year-to-date interest, and error notification procedures. The choice (paper or eStatements) that is recorded on our system on the day the statement is generated will be the only method used to deliver that month's statement. You should allow three (3) business days for any online change requests to become available.

Security. eStatements utilize state-of-the-art encryption technology such as SSL (Secure Socket Layer) to protect the transmission of data to and from our users. SSL allows software to communicate with Web servers in a secure, encrypted manner. All user sessions employ a 128-bit global unique identifier (GUID). Your eStatement files are not generated (and do not exist on the web server) until you log in with a legitimate Username and Password to our Online/Mobile Banking Service. eStatements, when downloaded for viewing, are temporarily stored at a randomly generated Uniform Resource Locator (URL) address on the eStatement server. These files are automatically removed from the server within 30 minutes. The eStatement server resides behind firewalls, which block unwanted access. You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification number and/or password. You understand that personal identification by itself, or together with information related to your account, may allow unauthorized access to your account. We cannot and do not warrant that **email**, transmitted to and from us, will not be monitored or read by others.

Periodic Statements. Your statement will become available on the eStatements site (located within our Online Banking Program) incrementally each month – or quarterly depending on activity of the account – or semi-annually for certificates – after you enroll for the service. You can download them to your computer and you can print them. There are no special equipment requirements; your current printer is all you need. There are no fees or account restrictions for using eStatements. Additionally, you have unlimited access to your active statements via eStatements. Please note, if you request an additional paper copy from the Credit Union, there may be a charge. In order to access your eStatements, you will need "Adobe Acrobat Reader." To download a free copy of Adobe Reader, please visit adobe.com.

Exclusion of Warranties. This service and related documentation are provided "as is" without any warranty of any particular kind either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for particular purpose.

Alterations and Amendments. The terms of the Agreement, applicable fees, and service charges may be altered or amended by Southbridge Credit Union from time to time. In such event, Southbridge Credit Union shall send notice to you at your address as it appears on Southbridge Credit Union records. Any continuation of the Service after Southbridge Credit Union sends you a notice of change will constitute your agreement to such change(s). Further, Southbridge Credit Union may, from time to

time, revise or update the Southbridge Credit Union program, services, and/or related material(s) rendering prior versions obsolete. Consequently, Southbridge Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Southbridge Credit Union programs, services, and/or related material(s) and to limit access to Southbridge Credit Union's more recent versions and updates.

Your Right To Terminate. You may withdraw your consent to receive eStatements by notifying us in writing. If you notify us in writing, it may take up to thirty (30) days from receipt of your written notice of cancellation for you to receive your next periodic printed mailed statement, with all subsequent printed and mailed statements arriving monthly, quarterly, or semi-annually thereafter.

Our Right To Terminate. You agree that we can terminate your eStatements and revert to printed mailed statements for any reason at any time.

Assignment. You may not assign this Agreement to any other party. Southbridge Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. Southbridge Credit Union may also assign or delegate certain of its rights and responsibilities under this agreement to independent contractors or other third parties.

No Waiver. Southbridge Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Southbridge Credit Union. No delay or omission on the part of Southbridge Credit Union in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this agreement.

Governing Law. The laws of the State of Massachusetts and applicable Federal laws and regulations shall govern this agreement.

Communications Between Southbridge Credit Union and You. If you have any questions regarding our eStatement service, please email info@southbridgecu.com. Or you may call 508-765-5454 or 888-599-2265, or write to: Electronic Services, Southbridge Credit Union, P.O. Box F, Southbridge, MA 01550.

Electronic Funds Transfers Agreement and Disclosure

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Southbridge Credit Union. In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share and share draft accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you,

jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

Stop Payment Rights
If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.

Liability for Failure to Stop Payment of Preauthorized Transfers
If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

Security of Access Code
You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Southbridge Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Southbridge Credit Union suffers a loss, we may terminate your EFT services immediately.

Joint Accounts
If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

Fees and Charges
We may assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees located on our website. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Member Liability
You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, username, password, access code or other authentication

feature, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your username, password, or access code has been lost or stolen, if you believe someone has used your username, password, access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

However, if you tell us within 2 business days after you learn of the loss or theft of your username, password, or access code you can lose no more than $50 if someone uses your username, password, access code or other authentication feature without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your username, password, access code, or other authentication feature and we can prove we could have stopped someone from using your username, password, access code, or other authentication feature 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 including those made by card, access code or other means, 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 lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. This paragraph does not apply to unauthorized use of an access device.

If you believe your username, password, or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:
(508) 765-5454
(888) 599-2265

or write to:
Southbridge Credit Union
PO Box F
Southbridge, MA 01550
Fax: (508) 764-1777

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Periodic Statements
Transfers and withdrawals made through preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Account Information Disclosure
We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;

- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

Credit Union Liability for Failure to Make Transfers
If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your username, password, or access code in an incorrect manner.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the electronic transfer is not completed as a result of your willful or negligent use of your username, password, access code, or any EFT facility for making such transfers.
- If the computer equipment you use to conduct online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

Notices
All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

Billing Errors
In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you

no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(508) 765-5454
(888) 599-2265

or write to:
Southbridge Credit Union
PO Box F
Southbridge, MA 01550
Fax: 508-764-1777

- Tell us your name and account number.
- Describe the electronic 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.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error has occurred within ten (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 forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account.

We will tell you the results within three (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.

* If you give notice of an error occurring within thirty (30) days after you make the first deposit to your account, we may take up to twenty (20) business days instead of ten (10) business days to investigate the error.

** If you give notice of an error occurring within thirty (30) days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to ninety (90) days instead of forty-five (45) days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to twenty (20) business days instead of ten (10) business days to credit your account.

Termination of EFT Services
You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your username, password, or any access code. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We

may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your username, password, or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

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 Massachusetts, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

Enforcement
You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.