

BANNER ONLINE (The Banner Federal Credit Union's Home Banking System) AGREEMENT AND DISCLOSURE Terms and Conditions

This Banner Online Agreement and Disclosure ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Banner Online services offered to you by Banner Federal Credit Union ("Financial Institution"). The Banner Online service permits you to electronically initiate account transactions involving your accounts and communicate with the Financial Institution. In this Agreement, the words "you", "your" and "yours" mean those who request and use Banner Online, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean the Financial Institution. The word "account" means any one or more accounts you have with the Financial Institution. By requesting and using the Banner Online service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. **ACCEPTANCE OF DISCLOSURES** This disclosure was presented to me the first time I accessed the Banner Online System as part of the initial log-on authorization. By using the Service I accept the terms and conditions of the Banner Online Agreement and the Banner Online Bill Payment Agreement if I use the Bill Payment Service. This agreement is available to read or print at the Banner Federal Credit Union's web site under Disclosures on the home page link. **BANNER ONLINE SERVICE. Account Access.** If we approve your application for the Banner Online service, you may use your personal computer to access your accounts. You must use your access code along with your account number to access your accounts. The Banner Online service is accessible seven (7) days a week, twenty-four (24) hours a day through an Internet Service Provider designated by the Financial Institution (except for times when the system is off-line for updates, service or regular maintenance). You will need a personal computer, direct dial modem and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of any software and your computer. The Financial Institution will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or your computer. **Types of Transactions.** At the present time, you may use the Banner Online service to: • Transfer funds between your checking, savings and loan accounts. • Review account balance, transaction history and tax information for any of your checking, savings or loan accounts. • Request a withdrawal from any checking, savings, or loan account by check mailed to you. • Download your account information to financial management software programs like Quicken® or Microsoft® Money, if applicable. • Make bill payments to a person or business (payee), review bill payment history and make scheduled bill payment changes. • Conduct other transactions permitted by the Financial Institution. • Communicate with the Financial Institution using the electronic mail ("E-mail") feature. Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your account agreement and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable. **Service Limitations.** The following limitations on Banner Online transactions may apply in using the services listed above: 1. **Transfers.** You may make funds transfers to other accounts of yours as often as you like. However, transfers and bill payments from a savings or a money market account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Financial Institution 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. 2. **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy. 3. **E-mail.** The Financial Institution may not immediately receive E-mail communications that you send and the Financial Institution will not take action based on E-mail requests until the Financial Institution actually receives your message and has a reasonable opportunity to act. If you need to contact the Financial Institution immediately regarding an unauthorized transaction or stop payment request, you may call the Financial Institution at the telephone number set forth in the Liability for Unauthorized Access section. **SECURITY OF ACCESS CODE.** The User Code and Password (Access Codes) are issued to you for your security purposes. The access codes are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access codes. • If you permit other persons to use the Service or your Banner Online password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your Banner Online password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 602 254-5291 ext., 260 during normal customer service hours. 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 Financial Institution. If you fail to maintain the security of these access codes and the Financial Institution suffers a loss, we may terminate your Banner Online and account services immediately. **LIABILITY FOR UNAUTHORIZED ACCESS.** You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use the Banner Online service or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code or accessed your accounts through Banner Online without your authorization. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose not more than fifty dollars (\$50.00) if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00). In any event your liability for unauthorized line of credit transactions through Banner Online is fifty dollars (\$50.00). Also, if your statement shows Banner Online transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days (60) 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. If you believe that someone has used your access code or has transferred or may transfer money from your account without your permission, call the Financial Institution at: **602-254-5291** or e-mail the Financial Institution immediately at: **inform@bannerfcu.org** **BUSINESS DAYS.** Our business days are Monday through Friday, except Federal Banking Holidays or scheduled closure days. **FEES AND CHARGES.** There are certain charges for Banner Online services as set forth on the Financial Institution's Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement. **PERIODIC STATEMENTS.** Transfers, withdrawals, and bill payments transacted through Banner Online 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 and bill payments; • To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant; • To comply with government agency or court orders; • If you give us your written permission. **FINANCIAL INSTITUTION'S 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 and the instructions you transmit, we will be liable for your actual losses or damages. However, the Financial Institution will not be liable: • If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable. • If you used the wrong access code or you have not properly followed any applicable computer, Internet Access, or Financial Institution user instructions for making transfer and bill payment transactions. • If your computer fails or malfunctions or the Banner Online service was not properly working and such problem should have been apparent when you attempted such transaction. • If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction. • If

the funds in your account are subject to an administrative hold, legal process or other claim. • If you have not given the Financial Institution complete, correct and current instructions so the Financial Institution can process a transfer or bill payment. • If the error was caused by a system beyond the Financial Institution's control, such as your Internet Service Provider. • 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. • If the Financial Institution makes a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt. • If there are other exceptions as established by the Financial Institution from time to time. **TERMINATION OF BANNER ONLINE SERVICES.** You agree that we may terminate this Agreement and your use of the Banner Online services if you or any authorized user of your account breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or access code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. **NOTICES.** The Financial Institution reserves the right to change the terms and conditions upon which this service is offered. The Financial Institution will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of the Banner Online service is subject to existing regulations governing your accounts and any future changes to those regulations. **BILLING ERRORS.** In case of errors or questions about your Banner Online transactions, telephone us at the phone number or write to us at the address set forth above in the Liability for Unauthorized Access section as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. • Tell us your name and account number. • Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. • 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) calendar days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 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 funds 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 a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty five (45) calendar days. **ENFORCEMENT.** You agree to be liable to the Financial Institution for any liability, loss, or expense as provided in this Agreement that the Financial Institution incurs as a result of any dispute involving your accounts or services. You authorize the Financial Institution to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement, or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Arizona where you opened your account, and the Bylaws of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us. **BILL PAYMENT SERVICE TERMS AND CONDITIONS NOTE:** All references to "the Service" reflect the bill payment service offered by Banner Federal Credit Union As used in these Terms and Conditions (the "Agreement"), the term "payee" means the person or entity to whom you wish a bill payment to be directed; "Payment Instructions" means the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number and payment date); "Payment Account" means your checking account from which all bill payments will be made; "Business Day means Monday through Friday, excluding Federal Reserve holidays; "Scheduled Transmit Date" means the Business Day of your choice upon which your bill payment will begin processing and your Payment Account will be debited; and, "Cutoff Time" means 2:30 p.m. Local Time (Arizona Mountain Standard Zone) on any Business Day and is the time by which you must transmit Payment Instructions to have them considered entered on that particular Business Day. By providing the Service with the names and account information of those Payees to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives through the payment system. When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account on the selected Scheduled Transmit Date and remit funds to the Payee on your behalf. You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either periodic and nonrecurring (i.e. payments on merchant charge accounts that vary in amount) ("periodic bill payments") or automatic and recurring (i.e. fixed monthly mortgage payments) ("automatic bill payments"). When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from the account you designate. We will process bill payment transfer requests only to those payees designated in the Financial Institution's User Instructions and such payees as you authorize and for whom the Financial Institution has the proper vendor complete address and phone number. The Financial Institution will not process any bill payment transfer if the required transaction information is incomplete. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Financial Institution reserves the right to refuse to process payment instructions that reasonably appear to the Financial Institution to be fraudulent or erroneous. The Financial Institution will withdraw the designated funds from your account for the bill payment transfer by midnight on the date you schedule for payment. The Financial Institution will process your bill payment transfer within one business day on the date you schedule for payment. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions through Banner Online at least six (6) days before a bill is due. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization. You may cancel or stop payment of periodic and automatic bill payment instructions under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a periodic or automatic bill payment you have already scheduled for transmission through Banner Online, you may electronically edit or cancel your payment request through Banner Online. Your cancellation request must be entered and transmitted through Banner Online before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment. If you wish to place an oral stop payment on an automatic bill payment transaction not using Banner Online, the Financial Institution must receive your oral stop payment request at least three (3) business days before the next payment is scheduled to be made. You may call the Financial Institution at the telephone number set forth in the Liability for Unauthorized Access section to request a stop payment. If you call, the Financial Institution may require you to confirm your stop payment request in writing within fourteen (14) days after the call and the Financial Institution may charge a fee for each request. If you place an oral stop payment request at least three (3) business days before the payment is scheduled, and we fail to stop the payment, we will be liable for your actual losses or damages. While it is anticipated that most transactions will be processed and completed on the next Business Day after your Scheduled Transmit Date, and arrive approximately four (4) Business Days after your selected Scheduled Transmit Date, it is understood that due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by slow responding payees, some transactions may take a day or even a few days longer to be credited by your Payee to your Payee account. For this reason, it is necessary that all Scheduled Transmit Dates selected by you be no less than five (5) Business Days before the actual due date, not the late date and/or a date in the grace period. (For example, the payment should be entered no later than Monday before 2:30 p.m. Local Time for a payment to be processed on Tuesday, with an expected arrival date of

Friday.) Payment Instructions entered after the Cutoff Time or on non-Business Days will be considered entered in the Service on the next Business Day. If you properly follow the procedures described herein, and the Service fails to send a payment according to the Payment Instructions received, the Service will bear responsibility for late charges (\$50.00 maximum). In any other event, including but not limited to, choosing a Scheduled Transmit Date less than six (6) Business Days before the actual payment due date, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you. A bill payment is "In Process" starting at the Cutoff Time on the Business Day prior to the Scheduled Transmit Date and continuing up to the next Business Day after the Scheduled Transmit Date. A bill payment is "Pending Payment" starting from the time you enter Payment Instructions until the payment is "In Process." A Bill payment is considered "Completed" on the next Business Day after the Scheduled Transmit Date. You may cancel or edit any Pending Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Pending Payment. We may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is In Process and it is not possible to stop or cancel a payment which is Completed. If you desire to cancel or stop any payment which is "In Process" you must call the Customer Service Department at 602 254-5291 ext. 260. Although we will make every effort to accommodate your request we will have no liability for failing to do so. Stop payment requests sent to us via electronic mail or in any other manner will not reach us in time for us to act on your request. Such stop payment requests will be accepted only if we have a reasonable opportunity to act on such requests. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for such service as set forth in the applicable fee schedule. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence on any one or more of the following circumstances: 1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account; 2. The bill payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction; 3. The Payee mishandles or delays a payment sent by the Service; 4. You have not provided the Service with the correct name, phone number or account information for the Payee; or, 5. Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances. Provided none of the foregoing five (5) exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper Payee any previously misdirected transactions. **PROHIBITED PAYMENTS** The following payments are prohibited through the service: 1. Tax payments; 2. Court ordered payments; and, 3. Payments to Payees outside of the United States. **THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE. EXCLUSIONS OF WARRANTIES THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make only in the following situations. 1. Where it is necessary for completing transactions; 2. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee; 3. To a consumer reporting agency for research purposes only; 4. In order to comply with a government agency or court order; or, 5. If you give us your written permission. **CHARGES** You will be charged a fixed fee per month for transactions up to the Service's standard monthly maximum. This fixed fee will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your standard deposit account will continue to apply. You are responsible for any (Remove "and") telephone access fees and/or Internet Service fees that may be assessed by your telephone and/or Internet Service Provider. **ALTERATION AND AMENDMENTS** This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall send notice to you at your address as it appears on the Service's records. Any use of the Service after the Service sends you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the program, services, and/or related material and limit access to the Service's more recent revisions and updates. **ADDRESS OR BANKING CHANGES** You agree to promptly notify in writing the Customer Service Department of any address change. Additionally, you agree to notify the Customer Service Department in writing at least ten (10) Business Days in advance of any change in your Payment Account or your banking status. **TERMINATION OR DISCONTINUATION** In the event you wish to discontinue the Service, you must contact the Customer Service Department in writing. Such notice of service discontinuance must be supplied ten (10) days prior to the actual discontinuance date and must be sent to: Banner Federal Credit Union 302 E Mc Dowell Suite 105 Phoenix AZ 85004 The Service may terminate service to you at any time and/or revoke your right to use software. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement. **PAYEE LIMITATION** The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement. **INFORMATION AUTHORIZATION** Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserved the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or financial institution to resolve payment posting problems. **DISPUTES** In the event of a dispute regarding the Service, you and the Service 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 the Service, which supersedes any proposal or prior agreement, oral or written, any other communications between you the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail. **ASSIGNMENT** You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties. **NO WAIVER** The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such right 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. **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** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflicts of laws provisions.



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