



157 York Road • Warminster, PA 18974

INTERNET HOME BANKING AGREEMENT AND DISCLOSURE

THIS IS YOUR INTERNET HOME BANKING AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF OUR ONLINE HOME BANKING SYSTEM ("ONLINE ACCOUNT ACCESS") AND ELECTRONIC BILL PAYMENT SYSTEM ("EBP"), EACH WITH ITS CORRESPONDING ACCESS CODE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

In this Agreement, the references to "We," "Us," "Our" and "Credit Union" mean VIRIVA COMMUNITY CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using Our Online Home Banking system hereafter referred to as "Online Account Access" and/or Our Electronic Bill Payment system hereafter referred to as "EBP." If this is a joint account, read singular pronouns in the plural.

ONLINE HOME BANKING AND ELECTRONIC BILL PAYMENT AGREEMENT. This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account.

An electronic fund transfer is any transfer of funds other than by check or other paper instrument which is performed through the use of Our Online Account Access system, EBP system or other electronic device. You understand that any Access Codes authorized by Us for Your use are not transferable. The use of Your Access Code and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended from time to time related to the use of Your Access Code and/or other Account access device; and (b) that We may follow all instructions given to the Online Account Access and/or EBP system.

Each withdrawal by You or by any authorized user of Your Access Code may be charged to Your Share Account, Your Share Draft Account, or Your Line of Credit as appropriate, and will be treated as though it were a share withdrawal or Line of Credit Advance except that: We may charge withdrawals to Your Share Account or Line of Credit in any order We determine.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your Share and/or Share Draft Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

JOINT ACCOUNTS. If this is a joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary accountholder at the address that We have for You on file. We may refuse to follow any instructions which run counter to this provision.

ISSUANCE OF ACCESS CODES. You will have separate Access Codes to be used in conjunction with EBP and Online Account Access transactions. Your use of Your Access Code(s) is Your authorization to Us to withdraw funds from Your Share Account or Your Share Draft Account or to make advances on Your Line of Credit that You may have with Us to cover such transactions.

TYPES AND LIMITATIONS OF SERVICES

ONLINE ACCOUNT ACCESS. At the present time, You may use Our Online Account Access system via a personal computer for the following services: (a) transfer funds between Your deposit Accounts and/or Line of Credit Accounts; (b) payments on Your loan Accounts; (c) inquiries on Account balances and loan data; (d) transactions or inquiries on shares/deposits; and (e) miscellaneous inquiries on Credit Union services that affect Your Account.

EBP. You may also use Our EBP system to issue payments in amounts up to \$25,000.00 on Your behalf, except to the extent that such payments are for governmental agencies, state and local taxing authorities, collection agencies, court-ordered payment and/or addresses outside the United States of America. You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You through the use of Our EBP system will be made either by check or electronic transfer and may take as long as five business days to be sent to the payee. The Credit Union cannot guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges against You.

You may cancel a transaction scheduled for a future date only if We receive Your request for cancellation in time to stop the identified transaction.

If You request such a cancellation and We are unable to process Your request, We will (but are under no obligation to do so) attempt to notify You prior to the posting of that transaction. You agree that once You have initiated a transaction, the Credit Union will have no liability for failure to fulfill Your request for stop payment.

OWNERSHIP. Any Account access device (such as a PIN or Access Code) will remain Our property and may be canceled or its use restricted by Us at any time without notice. You agree to discontinue the use of any such PIN and/or Access device immediately upon Our request.

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS. If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payor), You can call Us at (215) 333-1201 to find out whether or not the deposit has been made.

RIGHT TO STOP PRE-AUTHORIZED PAYMENTS. If You want to stop any pre-authorized payments, call Us at (215) 333-1201 or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT. If You order Us to place a stop payment on one of Your pre-authorized payments 3 business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

TRANSACTION SLIPS. You will not receive a terminal receipt at the time You make an Online Account Access or EBP transaction to or from Your Account. When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

FEES. If You have enrolled in Online Account Access and/or EBP, We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, in the Fees and Charges section of this Agreement. We will explain the charges to You when You open Your Account. We are not responsible for fees charged by other facilities that We do not own or operate. You will be provided with Online Account Access and/or EBP information after Your Account is established. Additional fee schedules are available at any of Our office locations.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money and/or available funds to make the transaction through no fault of Ours; (b) circumstances beyond Our control prevent the transaction; or (c) Your PIN or access code have been reported lost or stolen and We have blocked the Account.

LIABILITY FOR UNAUTHORIZED USE. Telephone Us at once at (215) 333-1201 or write Us at the address shown in this Agreement if You believe Your Access Code has been lost or stolen. If You tell Us within 2 business days, You can lose no more than \$50.00 if someone uses Your Access Code

without Your permission. If You fail to tell Us within 2 business days after You learn of the loss or theft of Your Access Code and We can prove that We could have stopped someone from using Your Access Code without Your permission if You had told Us, then You could lose as much as \$500.00. Additionally, if Your periodic statement shows transfers that You didn't make, You will tell Us at once; if You fail to tell Us within 60 days after We mail You the periodic statement, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods.

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Telephone Us at (215) 333-1201 or write Us at 157 York Road, Warminster, PA 18974 as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

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. We will tell You the results

within three 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 We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) occurred within 30 days after the first deposit to Your Account was made.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

TERMINATION. As permitted by law, We may terminate Your right to use Your PIN or Access Code or cancel this Agreement at any time. You may request termination of these services in writing.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

BUSINESS DAYS. Every day is a business day except Saturdays, Sundays and holidays.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the Commonwealth of Pennsylvania except to the extent that such laws are inconsistent with controlling federal law.

FEES AND CHARGES. We may charge the following fees and charges associated with Your Account.

NSF Fee	\$25 per item
Stop Payment Fee	\$15 per request
Merchant Return Fee	\$15 per item
EBP Monthly Service Fee	\$4.95*

*Waived for the first three months, and each month thereafter in which You maintain an active share draft Account and use bill pay to issue at least one bill each month.