

Southcoast Health System Federal Credit Union

AGREEMENT OF TERMS AND CONDITIONS

This agreement governs the use of Southcoast Health System FCU website and Home Banking Service provided by Southcoast Health System FCU. By using our website or Home Banking Service to conduct transactions, you agree to the terms of this Agreement.

Definitions

As used in this Agreement, "account" and "accounts" mean the Southcoast Health System FCU account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with Southcoast Health System FCU. "You", "your", and "yours" mean the person(s) using the website or Home Banking Service. "We", "our", "us", and "Credit Union" refer to the individual Credit Union (Credit Union's Abbreviations) that holds your accounts.

Deposit and Credit Agreements

The terms and conditions in this Agreement shall have priority and take precedence over any existing terms and conditions in existing account and loan agreements you have with us in the event of a conflict.

Required Equipment

In order to register and to use the Home Banking Service, you need a computer with a web browser allowing you access to the internet, your Southcoast Health System FCU member account number, your Call 24 PIN, a user ID or screen Name, a password, and a valid email address. The password is your personal confidential combination of letters, numbers or symbols you use to access your account through Home Banking.

You are responsible for the installation, maintenance, upgrades, and operation of your computer, browser and the software. Southcoast Health System FCU is not responsible for any errors or failures from any malfunction of your computer, the browser or the software. Southcoast Health System FCU is also not responsible for any computer virus or related problems that may be associated with the use of an online system.

The Service

Once you have enrolled or registered, in order to use Home Banking, you will need your user ID and your password each time you log into the Home Banking System. Through Home Banking, you will have access to any of your Southcoast Health System FCU share and loan accounts. Southcoast Health System FCU reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

Home Banking allows you to perform some or all of the following functions from your computer:

Online Account Access Functions and Limitations of Transfers

You may use Home Banking to:

- transfer funds between your accounts;

- obtain account balances;
- obtain history and transaction information on your accounts;
- obtain loan account balance information;
- withdraw funds to have a check sent out;

Please note that your ability to transfer funds between certain accounts is limited by Federal law under Regulation D and the Southcoast Health System FCU Membership and Account Agreement.

You should refer to the Membership and Account Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Home Banking Service are counted against the permissible number of transfers described in the Membership and Account Agreement .

Personal User ID and Password and Security

Your Home Banking User ID and password are required to access Southcoast Health System FCU's Home Banking functions. You agree not to give or make available your User ID and password to any unauthorized individual. If you believe your password has been stolen, someone has attempted to use the Home Banking Service without your consent, your deposit account(s) or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify Southcoast Health System FCU immediately (see Contact Information below). Southcoast Health System FCU does not maintain a record of your password. If you forget your password, you will need to follow the steps on the log in page to help you select a new password.

Contact Information for Unauthorized Access

Tell us **AT ONCE** if you believe that your account access information and/or password have been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you tell us within two business days after you learn of the loss or theft of your account access information and/or password, you can lose no more than \$50.00 if someone used your account access information without your permission. Also if your statement shows transfers that you did not make, tell us **at once**. If you do NOT tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

Disputes

Call us as soon as you can if you think your statement or receipt is incorrect or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. We will need your Name and account number, a brief description of the error or transaction in question and an explanation of why you believe it is an error, the dollar amount in question, and the date of the occurrence.

In most cases, we may require that you send us your complaint or question in writing. We will generally tell you the results of our investigation within 10 business days of the receipt of your question or complaint (20 business days if the transaction involved an account opened within the past 30 days). If we need more time, however, we may take up to 45 days. If we decide there was no

error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

In the event of a dispute regarding Home Banking, you and Southcoast Health System FCU 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 Southcoast Health System FCU, which supersedes any proposal or prior agreement, oral, or written, and any other communications between you and Southcoast Health System FCU relating to the subject matter of this Agreement. If there is a conflict between what one of Southcoast Health System FCU's employees say and the terms of the Agreement, the terms of this Agreement have final control.

Data Recording and No Signature Required

When you access Home Banking to conduct transactions, the information you enter may be recorded. By using Home Banking, you consent to such recording. You also agree that Southcoast Health System FCU may debit your account to complete the transactions, or honor debits you have not signed.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your accounts or transfers you made:

- When it is necessary to complete the transactions;
- In order to verify the existence and conditions of your account for a third party such as a credit bureau or merchant;
- In order to comply with a government agency or court orders;
- If you give us written permission.

Charges

You will not be charged for the use of Southcoast Health System FCU's Home Banking Service. Electronic Bill Payment may incur a monthly fee.

NOTE: Your deposit accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. that are included in the Membership and Account Agreement and Loan Agreement.

Alterations and Amendments

The terms of the Agreement, applicable fees, and service charges may be altered or amended by Southcoast Health System FCU from time to time. In such event Southcoast Health System FCU shall send notice to you by email through Home Banking or by mail to your address as it appears on our records. Any continuation of Home Banking after Southcoast Health System FCU sends you a notice of change will constitute your agreement to such change(s). Further, Southcoast Health System FCU may, from time to time, revise or update the Southcoast Health System FCU program, services, and/or related material(s) rendering such versions obsolete. Consequently, Southcoast Health System FCU reserves the right to terminate the Agreement as to all such prior version of the Southcoast Health System FCU programs, services, and/or related material(s) and limit access to Southcoast Health System FCU's more recent versions and updates.

Member Address Change

You agree to promptly notify Southcoast Health System FCU, in writing, of any address change.

Home Banking Termination or Discontinuation

Termination of Home Banking by you is done by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

Payee Limitation

Southcoast Health System FCU reserves the right to impose a frequency or dollar limit on or to refuse to make any payment you have directed. Southcoast Health System FCU is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments that are prohibited under this Agreement.

Assignment

You may not assign this Agreement to any other party. Southcoast Health System FCU may assign this Agreement to any present or future, directly or indirectly, affiliated company. Southcoast Health System FCU may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver

Southcoast Health System FCU shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Southcoast Health System FCU. No delay or omission on the part of Southcoast Health System FCU 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

NCUA rules and regulations, Federal laws, and the laws of the State of Massachusetts shall govern this Agreement.