# bankcda Online Banking Services Agreement (Terms & Conditions)

This Online Banking Services Agreement sets forth the terms and conditions for use of personal computer or devices accessing banking and related services offered by bankcda, as described in this Online Banking Services Agreement ("Agreement") and as otherwise made available by the bank from time to time (collectively, "Online Banking"). Each reference in this Agreement to the "Bank," "bankcda," "we," "us" or "our" refers to bankcda, and each reference to "you" and "your" refers to each depositor, borrower, authorized signer, or authorized user for an account who is now or hereafter enrolled in any one or more of the Online Banking services with respect to the account. Each use of Online Banking constitutes confirmation by you of your agreement to, and understanding of, the terms of this Agreement and any screens that appear on your computer or device when you log into the Online Banking website. This Agreement will be effective as of the date of your acceptance of this Agreement. Please read this Agreement carefully and retain a copy of it for future reference.

The terms and conditions of this Agreement are cumulative with and in addition to: any terms of the signature cards or account agreements for your Deposit Account(s), the applicable account disclosures, requirements, limitations and fees & charges (all of which are collectively called the "Deposit Agreement"); the agreements governing Loan Account(s); terms and conditions of the Bill Payment Service; and other eBanking agreements, all as may be amended from time to time. In the event of any conflict between this Agreement and the content of the Online Banking system or any related materials regarding the Bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No consumer protection provision of the federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearinghouse association as in effect from time to time with respect to all automated clearinghouse transfers made hereunder.

#### ACCEPTANCE OF AGREEMENT

# A. Accepting this Agreement and Disclosures.

By clicking "I Agree" when you enroll in Online Banking, you agree to the following additional terms and conditions.

#### B. Definitions.

- 1. *Online Banking* is an Internet-based service, providing access to your account(s) under the terms set forth in this Agreement.
- 2. Authorized User is an individual granted access to an Online Banking account based on their ownership rights of underlying Deposit Accounts, or any individual granted access to an Online Banking account by another Authorized User through sharing of access credentials.
- 3. *Mobile Banking* is a method of accessing services available through Online Banking using a mobile device. Mobile Banking includes smartphone app, a web-based mobile site and text-based banking.
- 4. *Bill Payment* is an Internet-based service embedded within Online Banking which allows you to initiate payments from any designated Deposit Account that is a checking account to pay obligations owed to certain third parties in the United States or to a Loan Account.
- 5. *Electronic Fund Transfer* as specified in Regulation E, applicable to those services related to an account primarily for personal, family or household purposes.

- 6. Bank Transfer is any transfers from Deposit Account(s) and certain Line of Credit Account(s) to any other Deposit Account or Loan Account.
- 7. Deposit Account is a bankcda checking, savings or money market account.
- 8. Certificate of Deposit Account is a Bankcda certificate of deposit.
- 9. Loan Account is a Bankcda installment loan, single pay or Line of Credit.
- 10. *Line of Credit* is a Bankcda Loan Account with revolving features which can be advanced multiple times.
- 11. Business Days for Bankcda are Monday through Friday, excluding federal holidays.

# C. Description of Services.

Online Banking allows you to:

- 1. transfer funds between Deposit Accounts;
- 2. make payments to Loan Accounts from a Deposit Account;
- 3. pay bills from a designated Deposit Account that is a checking account;
- 4. set account alerts to be sent to email or a mobile text based on activity within your accounts or within the Online Banking system;
- 5. view digital images of your canceled checks;
- 6. view your account statements and other notices or disclosures digitally;
- 7. view, categorize or download balance and transaction information for Deposit Accounts;
- 8. view balance and transaction information for Loan Accounts or Certificate of Deposit Accounts;
- 9. receive or transmit secure email to the Bank; and
- 10. access or enroll in other eBanking services.

#### II. YOUR OBLIGATIONS

When you use Online Banking to access designated accounts during the enrollment process, you agree to the following:

# A. Account Ownership/Accurate Information.

- 1. Deposit Account Usage: You represent that you are the legal owner of the Deposit Account(s) or an authorized representative of the legal owner of the Deposit Account(s) and other financial information that may be accessed via Online Banking. You represent and agree that all information you provide to us in connection with and enrollment in Online Banking is accurate, current and complete, and that you are authorized to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that we and our service providers may send you electronic correspondence relating to Online Banking, including, without limitation, welcome messages, marketing material, information and requests for information relating to use of Online Banking services or other services offered by us.
- 2. Fees and Charges: You agree to pay all fees and charges for access to Online Banking and utilization of services therein. Online Banking access is currently free, however there are charges for services within Online Banking. Bankcda may change the fees and charges related to the Online Banking service by giving notice to you as required by law. There may

be other costs and charges associated with your accounts and additional services within the Online Banking service.

# B. Security Obligations and Hardware Requirements.

- 1. User ID and Password: You agree to use Online Banking carefully and to keep your user ID and password confidential and secure. In that regard, all Online Banking transactions or inquiries must be initiated by use of your Online Banking access ID and/or password. No Bank employee will ever ask for your password, nor should you provide it to anyone unless you intend to allow that person access to your accounts as an Authorized User. USE OF THE PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH BANKCDA ONLINE BANKING. bankcda shall be entitled to rely on any Bank Transfers, Bill Payments or instructions made by an Authorized User until you have met all of the following requirements: (1) you have revoked such authorization; (2) you have changed your password; (3) you have provided us with written notice of such revocation; and (4) the bank has had a reasonable opportunity to act on such notice.
- 2. Security Questions: The Online Banking system requires answering security questions as an additional security measure to register your personal computer or device. These security questions may also be used within Online Banking to initiate certain transactions. You agree to use security questions that only you know. You agree not to share information used as a security question, as others may use this information to access your accounts.
- 3. Hardware Access: You should always logout of Online Banking after you finish using the service. You agree not to leave your computer unattended while accessing Online Banking; if you do, a third party may be able to access your accounts from your computer, without knowledge of your password. You agree not to register personal computers or other devices that may be accessible by other parties, such as hotel lobby computers or other shared devices.
- 4. Hardware and Software Security: You agree to provide an access device such as a personal computer, tablet or smartphone (the "Hardware" and the necessary operating software to operate the Hardware). You agree to obtain a connection to the Internet through an Internet Service Provider "ISP". You agree to maintain a compatible browser which supports 128-bit encryption. You are and will remain solely responsible for the purchase, hook-up, installation, loading, operation and maintenance of the Hardware, the software, the ISP service, and for all related costs. You agree to maintain and protect your personal computer or device by maintaining commercially available virus and malware protection services. You agree to update your personal computer or device's software by loading recommended security patches or updates as recommended by your software company. Failure to maintain your Hardware or Software may result in the compromise of your account and may result in financial losses. The bank will not be responsible for losses that may occur.
- 5. Browser Security: Online Banking transmits data using SSL (Secure Socket Layer) technology that supports 128-bit key encryption. It is important to verify that a secure connection between your browser and the Online Banking server has been established before transmitting any confidential account information over the Internet. This can be verified by an indicator on your compatible web browser, which should have a lock symbol that appears when data is being encrypted. When this symbol does not appear, a secure session has not been established. You agree not to engage in Online Banking transactions unless you have confirmed that a secure session has been established.

# C. Statement Review and Reconciliation Requirements.

- 1. You agree to check statements made available through Online Banking or in paper format promptly upon delivery and to report any errors or unauthorized transactions to us promptly. You are required to notify us of any error or unauthorized transaction in accordance with the Electronic Fund Transfer Act section of this Agreement.
- 2. You agree that we will not be required to provide any other notice to you of the execution of transactions initiated through Online Banking other than statements or notices required by your Deposit Account agreement, Loan Account agreement or otherwise required by law. You agree that we are not required to notify you when statements or notices are available within Online Banking.

#### D. User Conduct.

You agree not to use Online Banking or the content or information delivered through Online Banking in any way that would:

- 1. infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software;
- 2. be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Online Banking to impersonate another person or entity;
- 3. violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- 4. be false, misleading or inaccurate;
- 5. create liability for us or our affiliates or service providers, or cause us to lose, in whole or in part, the services of any of our service providers;
- 6. be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- 7. potentially be perceived as illegal, offensive or objectionable;
- 8. interfere with or disrupt computer networks connected to Online Banking;
- 9. interfere with or disrupt the use of Online Banking by any other user; or
- 10. use Online Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

#### E. Use of Services.

- 1. Online Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Online Banking before using it and that you always use Online Banking in accordance with any online instructions or other resources that may be delivered to you.
- 2. From time to time we may change, upgrade, or add new features to Online Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Online Banking service. We will not be liable to you for any losses caused by your failure to properly use Online Banking. You may apply for or cancel the Online Banking service by contacting a bankcda branch.

### III. BANKCDA OBLIGATIONS.

1. System Access: Bankcda will attempt to provide access to the Online Banking system twenty-four (24) hours a day seven (7) days a week. The Online Banking system availability may be interrupted

periodically for maintenance on the systems or equipment. We will attempt to notify you in advance of any scheduled maintenance that will result in a material disruption of access to the system. Under no circumstance will bankcda be liable for losses resulting from a lack of service availability.

- 2. Changes in Online Banking: We may, from time to time, make additional services available through Online Banking. We will attempt to notify you of the availability and terms of these new services, but are under no obligation to do so.
- 3. Statement Delivery: bankcda will provide statements or notices as required by your Deposit Account agreement(s), Loan Account agreement(s) or as otherwise required by law. If you agree to receive these documents electronically by registering the related Deposit Account (s) or Loan Account(s) through our electronic correspondence consent process, we will provide access to these documents within Online Banking in accordance with timelines established by law.
- 4. *Errors and Adjustments:* We agree to correct any error caused by bankcda, made in crediting or debiting any account by making the appropriate adjustment to your account balance. We will do so in accordance with the Electronic Fund Transfer Act section of this Agreement, as applicable to the customer and account type using Online Banking.

### IV. TRANSACTION INFORMATION.

#### A. Bank Transfers.

- 1. You expressly authorize us to debit the appropriate Deposit Account in the amount of any Bank Transfers initiated through Online Banking by you or by any other Authorized User who you have authorized to access your Online Banking account. You agree that we may treat any such Bank Transfers from a Deposit Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such Bank Transfer to a Deposit Account the same as a deposit, all in accordance with the terms of this Agreement and the Deposit Account agreement(s). You agree that we may treat any such Bank Transfers from a Line of Credit as an authorized advance and that we may treat any such Bank Transfers to a Loan Account the same as a loan payment, all in accordance with the terms of this Agreement and the Loan Account agreement(s).
- 2. Online Bank Transfers initiated on a Business Day before 8:00 p.m. Pacific Time are posted to your account(s) the same day and will be available the next Business Day. All Bank Transfers completed after 8:00 p.m. Pacific Time or on a Saturday, Sunday or banking holiday will be posted the next Business Day and be available the following Business Day.
- 3. You will be solely responsible for all tariffs, duties, or taxes imposed by any government or governmental agency in connection with any Bank Transfers made pursuant to this Agreement.

### B. Bill Payment Service.

If you have enrolled in the optional Bill Payment Service that is offered by bankcda, you may use Online Banking to initiate Bill Payments from any designated Deposit Account that is a checking account to pay obligations owed to certain third parties in the United States, including, without limitation, any Loan Account with bankcda. By initiating Bill Payments and using the Bill Payment Service you agree to the terms and conditions of the Bill Payment Service provided when you enrolled in the service, and as updated from time to time.

# C. Insufficient Funds and Account Limitations.

- 1. When you use Online Banking and/or the Bill Payment Service, you must have sufficient funds available in the selected account to cover the amount of the Bank Transfer or Bill Payment you schedule. If your selected Deposit Account does not have sufficient funds to issue a payment as of the date the payment is scheduled and it is deducted, you agree that this will constitute an overdraft under the Deposit Agreement, and to pay any fees incurred by this transaction.
- 2. We are under no obligation to notify you if we do not complete a Bank Transfer or Bill Payment because there are insufficient funds in your account to process transactions. In all cases, you are responsible for either making alternate arrangements for the Bank Transfer or Bill Payment, or for rescheduling the payment through the Bill Payment Service.
- 3. Your ability to initiate Bank Transfer or initiate Bill Payment transactions may be limited by federal law or by the terms of your deposit agreement with us. Bank Transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation. You agree that we may, without notice or other obligation to you, refuse to make any Bank Transfer for security reasons or as otherwise expressly provided in this Agreement or the Deposit Agreement.
- 4. Your ability to initiate Bank Transfer or initiate Bill Payment transactions may be limited if a hold or levy has been placed on a Deposit Account from which you wish to transfer funds. You cannot transfer the portion of the funds being held until the hold expires or levy has been removed.

### D. Electronic Mail Service.

You may use Online Banking to send electronic mail ("email") to us. The email service may not be used to initiate Bank Transfers between accounts or to make Bill Payments from an account. For banking transactions, you must use the appropriate functions within the Online Banking system or call your local branch. If you need to contact us immediately to stop payment, to report an unauthorized use of your password, to report unauthorized access to an account, or for any other reason, you should call us at (888) 422-2636. Please be aware that general or public email transmissions are not secure. Therefore, to ensure the security of your account information, you are required to use the secure email function within the Online Banking system when asking specific questions about your account(s).

## E. Account Alerts and Notifications.

If you have enrolled or setup optional account alerts or notifications to mobile devices or external email accounts, we will attempt to process these alerts and notifications timely. You agree that we are not liable for damages that may occur if the alert or notification is not received or processed timely.

# F. Settlement of Obligations.

- 1. To the fullest extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debit or credit transfers to any of your account(s) or (b) deducting the payment from the amount of any Bank Transfer or Bill Payment. Debiting an account or deducting payment from the amount of any Bank Transfer or Bill Payment is not the Bank's exclusive remedy under this or any other section of this Agreement, and the Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.
- 2. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.

#### V. ADDITIONAL TERMS AND CONDITIONS.

## A. Bank's Limitation of Liability.

- To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any Online Banking service in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to Electronic Fund Transfers that cannot be varied or waived by agreement. The bank makes no warranty of any kind, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking service provided to you under this Agreement. We do not and cannot warrant that Online Banking will operate without errors or that any or all Online Banking services will be available and operational at all times. Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we, nor the service providers, shall be responsible for any loss, property damage, or bodily injury whether caused by the equipment, software, bankcda, Internet providers, service providers, or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, consequential, economic or other damages arising in any way out of the use of Online Banking.
- 2. To the fullest extent permitted by applicable law, you agree we will not be liable for erroneous or late Electronic Fund Transfers if:
  - a. Through no fault of ours, you do not have available funds in the Deposit Account(s) or Loan Account(s) to make the requested Electronic Fund Transfer. See the Insufficient Funds and Account Limitations section of this Agreement.
  - b. The Electronic Fund Transfer would go over the credit limit on any overdraft privilege or Line of Credit account linked to a Deposit Account. You also acknowledge that we are under no obligation to pay an Electronic Fund Transfer which requires the use of Overdraft Privilege.
  - c. You have not completely and properly followed the terms of this Agreement or instructions within Online Banking or the Bill Payment Service regarding how to make an Electronic Fund Transfer.
  - d. Any data or instruction transmitted via Online Banking is inaccurate or incomplete.
  - e. You do not initiate an Electronic Fund Transfer according to the time limits set forth in this Agreement.
  - f. The hardware, software, or any part of the Online Banking system was not working properly and you knew about the breakdown when you started your Electronic Fund Transfer.
  - g. Circumstances beyond our control, such as an act of God, failure, delay, or error on the part of any third-party service provider (including, without limitation, the Service Providers, the United States Postal Service or any other delivery service), power outage, difficulty with telephone or cable lines or satellite communications, difficulty with any Hardware, software, computer virus or related problem, or cessation of the operation of the Service Providers or the arrangement between the Bank and the Service Providers, prevent or delay the Electronic Fund Transfer, despite reasonable precautions that we have taken.

- h. Your password has been reported lost or stolen or if we have any other reason to believe that an Electronic Fund Transfer may be erroneous or unauthorized.
- i. You, any joint holder, or an authorized cosigner on a Deposit Account or Loan Account has requested that we stop payment of the Electronic Fund Transfer.
- j. You have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period for the type of Deposit Account you have with us (e.g., certain types of savings accounts, including money market Deposit Accounts).
- k. The Deposit Account has been closed.
- I. We do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.
- m. There may be other exceptions stated in this or any other applicable agreement that we may have with you.

# B. Disclosure of Account Information.

You agree that we may from time to time disclose to third parties information about your Deposit Account(s), Loan Account(s) or the transactions that you make through Bankcda Online Banking in accordance with the Bank's Privacy Policy. A copy of this Privacy Policy is available at www.bankcda.com

#### C. Amendments.

We may amend this Agreement from time to time. If no federal or state law specifically governs the amendment, the amendment shall be effected by notification of the change by either: secure email within the Online Banking service, external email, text or postal mail delivery. You agree that reference to changes within this Agreement are sufficient and that you will access and review changes to the Agreement by accessing it within the Online Banking system. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you: (a) if the Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; or (d) as otherwise expressly provided in this Agreement.

### D. Termination and Assignment.

- 1. You agree that we may cancel or restrict your use of Online Banking or any of the Online Banking services at any time. You further agree that we may cancel your Online Banking services at any time without notice to you if you have insufficient funds in any of your accounts or you have not logged in using your credentials for one year. You may cancel Online Banking by contacting any bank representative and asking to be deleted from the online banking system. If you cancel the Bill Payment Service, all pending and/or recurring Bill Payments will be automatically canceled.
- 2. You may not assign all or any part of your rights or obligations under this Agreement without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and assigns of either party.
- 3. This Agreement is for the benefit of you and the bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

### E. Governing Law.

Regardless of where you live or work or where you access bankcda Online Banking, this Agreement

is subject to the laws of the State where we hold your Deposit Account(s) or Loan Account(s), and by applicable Federal laws and regulations.

#### VI. YOUR LIABILITY FOR UNAUTHORIZED OR ERRONEOUS TRANSFERS.

# A. Liability for Unauthorized or Erroneous Transfers.

To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous transactions initiated through bankcda's Online Banking, Bill Payment Service, or through Mobile Banking. You have the obligation to immediately notify the Bank if your access ID, password, or security questions have been lost, stolen or compromised, or if someone has transferred funds from your account through Online Banking, Bill Payment Service or through Mobile Banking without your permission (or is contemplating to do so).

### B. Additional Protections for Consumers.

Consumers, as defined by the Electronic Fund Transfer Act, agree to the provisions of the Bank's Electronic Fund Transfer Act Disclosure as provided within this Agreement, including all notification requirements for unauthorized or erroneous transfers.

# VII. CONSENT TO RECEIVE ELECTRONIC DISCLOSURES.

By clicking "I Agree" when you enroll in Online Banking, you consent to receive disclosures within this service electronically. For some consumer transactions, we are required to disclose certain information in writing. With prior consent, however, we may instead provide that information electronically. We also need general consent to use electronic records in providing the Online Banking service to consumers and certain business customers.

By accepting this Agreement, you hereby (a) consent to receiving such notices and disclosures (including this Agreement and disclosures contained therein that are otherwise required to be in writing) and (b) consent to the use of electronic notices and communications to you in connection with the Online Banking service. We require this consent as a condition of providing the Online Banking service to you. A separate consent will be requested for Deposit Account(s) or Loan Account(s) accessed using Online Banking. You are not obligated to provide consent for the electronic delivery of notices and disclosures for individual Deposit Account(s) or Loan Account(s) as a condition of receiving the Online Banking service.

Permissible electronic delivery includes (a) by display on your screen during your Online Banking service activity, or (b) any other electronic means that you have authorized or hereafter authorize pursuant to this Agreement. You are responsible for advising us of any change in the email or mobile phone number and other electronic addresses you use for the Online Banking service. You must update your electronic address and/or mobile device number by logging into the Online Banking service and entering your current information. All disclosures and notices by us shall be deemed given and received by you immediately upon being sent to your electronic address in our records. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission.

We do not charge for electronic delivery. You may request a paper copy of any electronic notice or disclosure at no additional charge by calling our main branch at (888) 422.2636. You may withdraw this consent for electronic delivery at any time but in that event we can terminate your Online Banking service. If you do not consent to these terms for electronic delivery of disclosures and notices, or to any other provision in this Agreement, then do not accept this Agreement or use this Online Banking service.

### VIII. ELECTRONIC FUND TRANSFER ACT DISCLOSURE

The following information, and the entirety of this Agreement is meant to disclose all required information regarding Electronic Fund Transfer (EFT) Services provided by bankcda. The following section applies to Consumers only as defined by the Electronic Fund Transfer Act.

## A. Types of Transfers and Limitations.

## Telephone Transactions.

You may initiate telephone transfers by calling us at any branch or toll-free at (888) 422-2636. You will need to provide your account number and answer identifying questions of a bank employee to verify your identity. Upon identification, you can transfer funds or make payments:

- from your checking, savings, money market or loan accounts to other checking, savings, money market or loan accounts at bankcda; or
- obtain information on checking, savings, money market or loan accounts at bankcda.

#### Debit Card Transactions.

The bank will only issue a validated debit card (or other account access device) if you request it either orally or in person, or in renewal or substitution of a previously issued device. This card remains property of the bank and for security reasons can be revoked or canceled at any time. Use of the bank debit card must not cause account balance to go below zero. The bank is not required to complete such transactions, and consumers are responsible for all funds withdrawn from their account.

You may use your bankcda Debit Card to:

- set or change secure personal identification number to identify authorized users;
- withdraw cash from checking accounts at an ATM up to \$300 per day;
- get information on your account at an ATM;
- access your checking accounts to make purchases of goods or services in person, by phone or by computer; or
- complete point of sale transaction and receive cash from merchants or participating financial institutions up to \$1,500 per day.

#### ATM Charges & Fees

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, even if you do not complete a fund transfer. When using Visa card, there may be additional fees on international transaction completed with merchant or machine registered to a country different than the cardholder.

# Online Banking Transactions.

You may access Online Banking by logging in using your User ID and password. Upon authentication you can:

- transfer funds or make payments from your checking, savings, money market or loan accounts to other checking, savings, money market or loan accounts you have access to at bankcda;
- obtain information on checking, savings, money market or loan accounts at bankcda;
- make payments from checking accounts to third parties through online bill-payment; or
- transfer funds to external accounts through online bill-payment.

### Mobile Banking Transactions.

You may access Mobile Banking by logging in to the mobile app with your Online Banking credentials, or registering your phone number under mobile Banking Services. Upon authentication you can:

- obtain information on checking, savings, money market or loan accounts at bankcda;
- transfer funds between your checking, savings, money market or loan accounts at bankcda; or
- deposit a paper check using the smartphone application Mobile Deposit feature.

You may be charged additional message or data fees by your cell phone provider.

## Electronic Fund Transfers Initiated By Third Parties.

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third-party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties who you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

#### Transaction Limitations

In addition to those limitations on transfers elsewhere described, you may not make more than six preauthorized withdrawals, automatic or telephone transfers, checks, drafts and debit card or similar transactions from the account per month or statement cycle. Money Market account holders may make more withdrawals or transfers from the account if not conducted in person at a branch. If you exceed this transfer limitation, your account shall be subject to closure.

## B. Fees.

A fee of \$30.00 may be imposed on your account for the purpose of making a stop payment.

### C. Liability of Consumer.

Tell us at once if you believe your debit card, PIN or internet banking access information has been lost or stolen or if you believe an electronic transfer has been made without your permission. In such cases, consumer is responsible to notify the bank of the risk in a timely matter. The sooner the bank knows about unauthorized EFT risk, the more likely that the consumer will not be held liable for EFT transactions and charges that may incur.

- i. If you notify the bank within two business days after learning of loss or theft of your information you can lose no more than \$50 in the event that an electronic transfer is made without your permission.
- ii. If the bank is not notified within two business days and we can prove that we could have stopped someone from using your information without your permission you can lose up to five hundred dollars.
- iii. If statements show unauthorized transfers the bank must be notified within sixty days after statement was transmitted to recover any amount of money lost. If not reported and it is proven that the bank could have stopped the loss, the bank is not liable for recovering or returning the funds to your account.

#### D. Liability of Bank.

If the bank fails to complete a transfer to or from your account on time or in the correct amount, it will be liable for losses or damages as provided by law. However, there are exceptions that make the bank not liable, for instance:

• if, through no fault of ours, you do not have enough money in your account to make the transfer;

- if the transfer would go over the credit limit on your overdraft line;
- if the automated teller machine where you are making the transfer does not have enough cash;
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- if funds from the account are subject to legal action preventing the transfer; or
- there may be other exceptions stated in our agreement with you and provided by applicable law

# E. Stop Payment.

If you have instructed us to make payments out of your account with a reauthorized electronic fund transfer, you can stop any of these payments. Here's how:

- 1. Call or write in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we require you to put your request in writing and get it to us within 14 days after you call. We charge \$30.00 for each stop payment.
- 2. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

If you order us to stop one of these payments 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.

# F. Documentation

Consumers have the right to receipts and periodic statements and notices regarding a preauthorized transfer. The electronic correspondence agreement between the consumer and bank allows information regarding EFTs to be sent electronically and all statements will be issued at least quarterly. Depending on location of ATM or point of sale transaction, receipts to verify transaction are not required to be given if transaction is less than \$15.00 or if consumer chooses not to receive receipt.

# G. Confidentiality

Account information may be disclosed through merchant authorization messages, transmitted in connection with point of pale transactions. This agreement releases the bank from liability arising out of transmission of these messages.

The bank will disclose information to third parties in the following circumstances:

- when necessary to complete a transfer or to investigate and resolve transaction errors;
- in order to verify account existence and conditions for a third party;
- in order to comply with government agency; or
- with your consent.

# H. Error Resolution

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, notify the bank as soon as possible. You have no more than 60 days after we send the FIRST statement on which the problem or error appeared.

You must be able to provide you name, account number, description of error or detailed request for more information and the dollar amount of the suspected error. If notice is given orally, you may be required to send a written notice within ten business days.

We will tell you the results of our investigation 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 recredit your account within 10 business days for the amount that you believe is in error, to allow you the use of that money during the time it takes for us to complete the investigation. If we ask you to put your complain or question in writing and we do not receive it within 10 days, we may not re-credit to your account. We will send a written explanation within 3 business days after completing the investigation. You may ask for copies of documents used in our investigation.

### bankcda Main Branch Contact Information & Business Hours

To comment on this agreement or ask questions about the Terms & Conditions laid forth contact bankcda at any branch location. Hayden and Kellogg, ID branch information can be found at www.bankcda.com

Mailing Address bankcda 912 Northwest Blvd. Coeur d'Alene, ID 83814

#### **Business Hours**

bankcda main branch business days are Monday through Friday 9:00 a.m. - 5:00 p.m. PST. Bank processing does not occur on Saturdays, Sundays or on federal holidays.

### Phone Information

Contact us at (208)665-5999 or toll free (888) 422-2636 Monday through Friday from 8:00 a.m. to 5:00. After normal branch hours, please leave a voice message or send an e-mail message to info@bankcda.com.