

ONLINE BANKING ACCESS AND BILL PAY AGREEMENT

Agreement. This Online Banking Access and Bill Pay Agreement ("Agreement") is a contract which establishes the rules which cover your electronic access to your accounts at Dakota West Credit Union (DWCU) through the Online Banking Services. By using the Online Banking Services, you accept all the terms and conditions of this Agreement. Please read it carefully and keep a copy for your records.

The terms and conditions of the agreements and disclosures for each of your DWCU accounts as well as your other agreements with DWCU, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of New York (except to the extent this Agreement can and does vary such rules or laws).

Definitions. As used in this Agreement, the words "we," "our," "us," and "DWCU" mean Dakota West Credit Union "You" and "your" refer to the accountholder authorized by DWCU to use Online Banking Services under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking. "Account" or "accounts" means your accounts at DWCU. "Online Banking Services" means the services provided pursuant to this Agreement. "Business Days" means Monday through Friday, excluding holidays.

General Terms and Conditions

Periodic Statements. You will not receive a separate Online Banking statement. Transfers to and from your accounts using the Online Banking Service will appear on the paper or electronic periodic statements for your DWCU accounts.

Your Right to Terminate. You may terminate your usage of the Online Banking Service at any time by putting the request in writing. Your access to the Online Banking Service will be suspended within 3 business days of receiving your written request. You will remain responsible for all outstanding transactions, fees, and charges incurred prior to the date of termination. You may notify us by one of the methods listed below in the Communications between DWCU and You section.

Our Right to Terminate. You agree we can terminate or limit your access to the Online Banking Services for any of the following reasons:

- a) Without prior notice, if you have insufficient available funds in any one of your DWCU accounts. Online Banking Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- b) If you do not designate a new funding account immediately after you close your funding account.
- c) If you do not use the Online Banking Service for 90 days.
- d) If you apply and are approved for Online Banking Services, but do not login to activate the Online Banking Services within 30 days.
- e) Upon reasonable notice, for any other reason in our sole discretion.

We reserve the right to terminate this Agreement and your use of the Online Banking Services, in whole or in part, at any time.

Consent to Electronic Delivery of Notices. You agree any notice or other type of communication provided to you pursuant to the terms of this Agreement may be made electronically by posting the notice on the DWCU website, providing you notice on a confirmation or other webpage, or by email. You agree to notify us immediately of any change in your email address.

Electronic Agreement. You acknowledge electronic receipt of this Agreement and agree that DWCU does not need to provide you with an additional, paper (non-electronic) copy of this Agreement unless specifically requested. You further agree that you consent to using your electronic signature to accept this Agreement and for using the Online Banking Services and you agree such electronic signature shall be binding and valid.

Modifications to this Agreement and Change in Terms. We may change any term of this Agreement at any time and may modify the terms and conditions applicable to the Online Banking Services from time to time. If a change would result in increased fees

for any Online Banking Service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. For any change where advance notice is not required, the revised terms and conditions will be effective at the earliest date allowed by applicable law. As we deem appropriate given the circumstances, we will post any notice of the change in terms on the DWCU website, on or with periodic statements, within the Online Banking Services system, or forward notice to you by email or by postal mail. Your continued use of any or all the Online Banking Services after the effective date will indicate your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree changes to fees applicable to specific accounts are governed by the applicable agreements and disclosures.

Miscellaneous. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and DWCU's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

Disclaimer of Warranty and Limitation of Liability. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking Services provided to you under this Agreement. We do not and cannot warrant the Online Banking Services will operate without errors, or any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the Online Banking Services, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of DWCU and its affiliates exceed the amounts paid by you for the services provided to you through the Online Banking Services.

Communications between DWCU and You. Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Email. You may contact us by email at DWCU@dakotawestcu.org Please do not send personal or sensitive information via email. PLEASE NOTE: Transactions through the Online Banking Service are not made via email and DWCU will never ask you to provide personal or account information via email.

Telephone. You may contact us by telephone at 701-444-6484 or 800-411-7590

Postal Mail. You can write to us at:

DWCU Data Center
Dakota West Credit Union
PO Box 1496
Watford City, ND 58854-1496

In Person. You may visit us at one of our **convenient locations** which you can find by going to www.dakotawestcu.com

Access. To use Online Banking, you must have at least one account at DWCU, access to Internet service, and an active email address. To receive your login credentials, you can visit a branch location or contact a DWCU representative via online chat or by calling 800-411-7590. You can delete any of your DWCU accounts by putting the request in writing. We undertake no obligation to monitor transactions through Online Banking to determine they are made by or on behalf of the account holder.

Granting Access to Other People (Shared Access). The authenticated primary user of the Online Banking Services may have the ability to authorize another person or persons ("subusers") with access to the Online Banking Services and with certain

authorities with respect to your accounts. Shared Access may include view-only access, making transfers between designated accounts and initiating payments from designated accounts, granted individually or in combination. **You have sole authority and control in sharing access with, managing and disabling subusers, and assigning their respective authority.** You authorize us to act on transaction instructions initiated under the credentials of an authenticated subuser, just as if it was initiated under your credentials. When granting Shared Access, you assume total liability for any and all activities of a subuser with respect to your accounts, and you agree to hold us harmless in any claim you make against a subuser for breach of your agreement with said subuser pursuant to Shared Access. We reserve the ability to establish and maintain eligibility criteria and approval requirements before you may provide Shared Access and you agree we may, but are not required to, terminate Shared Access under any circumstances we deem appropriate.

Online Banking Services

Online Banking Services. You can use the Online Banking Services to check the balance of your DWCU accounts, view DWCU account histories, pay bills, and transfer funds between your DWCU accounts.

Location Information. Our Applications periodically collects, transmits, and uses geolocation information for enabling features such as, but not limited to, card use and alerts to prevent fraudulent activities, but only if the end user expressly authorizes collection of such information. Geolocation information can be monitored on a continuous basis in the background only while the feature(s) are being used or not at all, depending on your selection. You can change your location permissions at any time in your device settings.

Hours of Access. You may use the Online Banking Services seven days a week, twenty-four hours a day, although some or all Online Banking Services may not be available occasionally due to emergency or scheduled maintenance. We agree to post notice of any extended periods of non-availability on the DWCU website.

Your Password. You determine what password you will use and the identity of your password is not communicated to us. You accept responsibility for the confidentiality and security of your password. Upon five unsuccessful attempts to use your password, your access to the Online Banking Services will be locked. To unlock your account, contact us by calling 800-411-7590.

To be valid, your password must utilize both upper- and lower-case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. You may change your password at any time by selecting Update Password in the My Settings menu.

Security. You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your paper or electronic statement for each of your DWCU accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure the Online Banking system is secure, you acknowledge the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant all data transfers utilizing Online Banking, or email transmitted to and from us, will not be monitored or read by others.

Card Controls - The card controls feature is offered by Dakota West Credit Union (referred to herein as "DWCU", "us", "we" or "our") for use by DWCU cardholders. DWCU's card controls feature is intended to allow You to initiate certain payment card related activities for Your enrolled DWCU card(s) via the card controls feature. Those activities may include the ability to but not limited to:

- a) Register the card.
- b) Activate and deactivate the card.

- c) Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off (“Controls”)
- d) Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and
- e) declined purchases (“Alerts”)
- f) View transaction history including cleansed and enriched merchant information (e.g., merchant name,
- g) address, and contact information)
- h) Report Your card as lost or stolen.
- i) Review Your spending by merchant type and/or by month.
- j) View a list of merchants storing Your card information for recurring or card-on-file payments.

The card controls feature may enable access to DWCU and third parties’ services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the card controls feature allows You to access third party services, DWCU and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via the card controls feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts.

DWCU reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in DWCU’s card controls feature.

Availability/Interruption. You acknowledge that the actual time between occurrence of an event (“Event”) triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device (“Notification”) is dependent on a number of factors including, without limitation, Your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, “Commands”) are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas.

If You registered to receive Notifications to Your mobile device, the card controls feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card controls feature is subject to transmission limitations and service interruptions. DWCU does not guarantee that the card controls feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card controls feature may not be available for all transactions. Commands based upon the location of the mobile device where the card controls feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant’s registered address.

You acknowledge and agree that neither DWCU nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither DWCU nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. DWCU, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.

Posting of Transfers. Transfers between your accounts initiated through Online Banking are posted to your account in real time.

Overdrafts (Order of Payments, Transfers, and other Withdrawals). If the available balance in your account is insufficient to perform all electronic fund transfers you have requested for a given business day, then:

- a) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;

- b) Electronic fund transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled;
- c) In the event the electronic fund transfers initiated through Online Banking would result in an overdraft of your account and are not canceled, an overdraft charge will be assessed according to the terms of the agreement for that account and as disclosed in the Fee Schedule.

Online Bill Payment & Presentment Service Terms and Conditions

DWCU offers Online Bill Payment & Presentment Services ("Bill Pay" or "Bill Pay Service") to qualifying members as described in these Terms and Conditions. You agree these Terms and Conditions are made part of the Electronic Funds Transfer Agreement and the Account Agreement that have been previously provided and you understand and agree those agreements include additional information and details related to transactions conducted using the Bill Pay Service. You agree to these Terms and Conditions and the terms of those agreement each time you access or use the Bill Pay Service. To take advantage of the Bill Pay Service, you must keep DWCU aware of any changes in home or business phone numbers as well as email address(es).

Definitions. As used in these Terms and Conditions, the term "Payee" means the vendor, biller, person or entity which you wish a bill payment to be directed to; "Payment Instructions" means the information provided by you to the Bill Pay Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, user name and password, if applicable, etc.); "Payment Account" means your Primary Checking Account and, in the instance of an insufficient available balance or an overdrawn account, any applicable account or available balance or line of credit accounts at DWCU, from which all bill payments may be made or such funds collected; "Business Day" means Monday through Friday, excluding holidays; "Scheduled Payment Date" means the Business Day of your choice upon which your bill payment will be made and your Payment Account will be debited; and "Cutoff Time" means 5:00 p.m. Eastern Time on any Business Day, and is the time by which you must transmit instructions to have them considered entered on that particular day.

Enrollment Request for Bill Pay. DWCU reserves the right to refuse enrollment in Bill Pay to any member who does not meet the criteria which has been established by DWCU or DWCU's third party provider (currently, FIS; however, DWCU reserves the right to change providers). **IMPORTANT:** This service may not be used for accounts where two signatures are required. In addition, the Bill Pay Service may not be used to pay tax payments or court ordered payments.

Termination. If you sign up for the Bill Pay Service but do not use it to pay at least one bill within a 120 day period, DWCU reserves the right to cancel your ability to use the Bill Pay Service, which will result in the loss of any information that you have in the Bill Pay Service system (such as Payee and account information).

If you wish to discontinue using the Bill Pay Services, you agree you will be responsible for all Payment Instructions made prior to termination and for all other applicable charges and fees. You agree to cancel all outstanding payment orders before notifying DWCU of your intent to terminate the Bill Pay Service.

Authorization. By providing the Bill Pay Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Bill Pay Service to follow the Payment Instructions that are received from you through the Bill Pay Service. When the Bill Pay Service receives a Payment Instruction, you authorize it to debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as reasonably possible.

Transaction Limits. You may use the Bill Pay Service to pay bills directly from the primary checking account in the amounts and on the days you request, up to \$9,999.99 per transaction, or up to the available balance, whichever is less. With the exception of the specific transactions described herein, there are no limits on the number or frequency of transactions you may initiate through the Bill Pay Service, provided there are available funds in your account. DWCU reserves the right to limit the frequency and dollar amount of transactions at any time for security, contractual, or risk management reasons.

Payments. Payments and transfers from your DWCU accounts may be scheduled and processed in four different ways:

"Today" (For all Payee Types): If you designate a bill payment as a "Today" transaction, the processing date will be the same day if designated before 5:00 p.m. Eastern Time. Sufficient available funds must be available at the time you request the transaction. "Today" payments may be changed or canceled at any time before the "Cutoff Time" of 5:00 p.m. Eastern Time on the processing date of the transaction.

"Future" (For all Payee Types): If you designate a payment as "Future" transaction, you may request that the transaction be made on a future date that you may designate up to 365 days in advance. The processing date will be the effective date you entered, or the next Business Day should the effective date fall on a weekend or holiday. Sufficient available funds must be available at the time you request the transaction and at the time of the scheduled transaction. "Future" payments may be changed or canceled at any time before the "Cutoff Time" of 5:00 p.m. Eastern Time on the processing date of the transaction.

"Recurring" (For all Payee Types): If you designate a payment as a "Recurring" transaction, you may request that the transaction be made in the same amount to the same merchant or account on a specified regular or periodic basis (i.e. weekly, bi-weekly, monthly, etc.). You will designate a "start" and "end" date. The processing date will be the effective date you entered, or the next Business Day should the effective date fall on a weekend or holiday. Sufficient available funds must be available at the time you request the transaction and at the time of each scheduled transaction. "Recurring" payments may be changed or canceled at any time before the "Cutoff Time" of 5:00 p.m. Eastern Time on the processing date of the transaction.

"Automatic" (Payees with e-Bills Only): If you establish automatic payment rules to pay your Payee(s), you authorize us to make payments to that specific Payee(s) automatically based on the rules you create without requiring your approval each time. **If an e-Bill is presented for payment that does not meet the criteria of the rules you created, the Payments(s) will not be made automatically.** "Automatic" payments may be changed or canceled at any time before the "Cutoff Time" of 5:00 p.m. Eastern Time on the processing date of the transaction.

You also authorize DWCU, and any third-party acting on DWCU's behalf, to choose the most effective method to process your payments. You will receive a transaction confirmation number for each properly instructed payment. Unless you receive a confirmation number, DWCU shall not be liable for any failure to make a payment.

Payment Timing and Details. Any Payment Instruction you make to a Payee through the Service must be payable in U.S. Dollars and the delivery address must also be in the United States or its possessions/territories. Each Payee must appear on the payee list and your address must also be located in the United States or its possessions/territories.

You must allow sufficient time for the Payee to receive and process the payment before the payment due date. If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by the Payee. Payments may take up to 10 days to reach the vendor (Payee) if indicated they will be paid by check. If the vendor has designated that they will accept electronic payments (the system will indicate how the vendor will accept payment), the payment can take up to 4 days to reach the vendor. DWCU is not liable for any service or late charges levied against you.

DWCU is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated Payee. DWCU is not liable in any way for damages you incur if the available balance in the primary checking account is insufficient to make the payment on the Scheduled Payment Date, or due to delays in mail delivery, changes of Payee address or account number, the failure of any Payee to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond the control of DWCU.

DWCU or its third-party provider reserves the right to refuse to make any payments, but you will be notified of any such refusal within three (3) Business Days following receipt of your process date.

Unprocessed Transactions and Blocked Accounts. Notice will be sent when transactions are not able to be processed because of an insufficient available balance. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Pay Service. **An insufficient available balance will prevent you from making more payments until fully resolved.** Once the issue has been resolved and payment for the insufficient funds item has been collected, it will take 5 to 7 days for your bill payment account to become unblocked. **Any payments that you have scheduled during the period that the account is blocked will not be made.** You understand and agree that you will need to make alternative payment arrangements for any bills that were not paid as a result of the bill payment account being blocked. In addition, DWCU may charge a fee, in accordance with DWCU's **Fee Schedule**, for having an insufficient available balance or for any manual processing required to affect any payment authorized by you.

Stopping Bill Payments. Stop payment requests can only be placed on bill payments processed as checks. There is a stop

payment fee, which is set forth in DWCU's **Fee Schedule**. In order to request a stop payment on a check payment, you must contact DWCU at 800-411-7590. Stop Payments cannot be placed on any electronically processed payment transactions. Scheduled electronic payment transactions that have not yet been processed may be changed or cancelled in accordance with the procedures discussed above and before the applicable Cutoff Time listed above.

E-Bills. E-Bills are a feature of the Bill Pay Service which allow you to receive bills electronically from participating Payees. Participating Payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline your request. DWCU cannot and does not participate in the decision. Participating Payees may take up to five (5) Business Days to approve your request to enroll in e-Bills.

Accessing E-Bills from a Third Party. In some cases, the Bill Pay Service will obtain e-Bills and information you authorized from the website of the Payee(s) you designate. To do so, you must provide the Bill Pay Service with the necessary information needed for this purpose, such as any username and required password. By doing so, you authorize DWCU to retrieve the account information on your behalf and appoint DWCU as agent for this limited purpose.

Delivery of e-Bills. DWCU takes no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive an e-Bill, it is your responsibility to contact the Payee directly. DWCU is not responsible for any late charges or other adverse consequences. You must direct any questions you may have concerning the information contained within your e-Bills to the Payee directly. If you choose, you may set up an email notification to alert you when your e-Bills are delivered to the Bill Pay Service.

Stopping E-Bills. All parties have the right to cancel e-Bills at any time. We will notify you if we discontinue or stop e-Bills.

Fees. DWCU may charge a monthly service fee for use of Online Bill Payment. The amount of the fee is set forth in DWCU's **Fee Schedule**. **Any applicable Bill Payment fees will automatically be deducted from the primary checking account at the end of every month.** If Bill Payment fees apply, DWCU will continue to charge the primary checking account monthly until the Bill Pay Service is discontinued. The fee is not refundable. If the available balance in the primary checking account is insufficient on the date the fee or charge is payable, you authorize DWCU to automatically deduct the payment from the primary checking account or another account as soon as funds are available. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

Online Stop Payment Request of Checks

DWCU may offer you the ability to place an online stop payment request on a share draft or check ("item") as described below. If you provide any incorrect information, DWCU will not be responsible for failing to stop payment.

Order for Check Stop Payments. You understand DWCU will not be responsible for stopping payment of the item unless your stop payment request is accurate and is received by DWCU within a reasonable time for DWCU to act on your order, prior to final payment or similar action. You understand that if your stop payment request is made after 3:00 p.m. (EST), it will not be considered received until the following business day.

Indemnification. You agree to indemnify and hold DWCU harmless from all costs related to DWCU's action in refusing payment of the item, including claims of any joint owner, payee, or endorsee, or in failing to stop payment of an item as a result of incorrect information provided by you.

Authorization and Limitations. You understand that any Order for Check Stop Payment is conditional and subject to DWCU's verification. You further understand the following limitations: (a) DWCU will not be responsible for stopping payment unless you have sufficient available funds for the item at the time of requesting the stop payment; (b) your request will be effective for a period of six (6) months from the date of the request unless you withdraw or renew the request in writing. You agree to pay DWCU a stop payment fee for each request as described in DWCU's Fee Schedule. Orders for Check Stop Payment are subject to the Uniform Commercial Code as adopted NYS and to the Electronic Fund Transfers Act, as applicable.

Electronic Draft/Check Conversion Transaction. You understand that DWCU will NOT stop payment of an item if it is converted to an electronic transaction and presented for payment electronically through automated clearinghouse (ACH) processes.

