

Online Banking Access Agreement

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I. Introduction

This Online Access Agreement ("Access Agreement") for accessing your SharePoint Credit Union eligible accounts through Online Banking explains the terms and conditions governing the Online banking services and bill pay offered through Online Banking. By using the Online Banking Services, you agree to the terms and conditions of this Access Agreement. This Online Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of

Minnesota. The terms "we," "us," "our," "SharePoint Credit Union," and "Credit Union" refer to SharePoint Credit Union. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

The term "Authorized Representative" shall mean a person with authority (actual or apparent) to take action or make decisions with respect to an eligible account or an Online Banking service. This definition includes any person who has actual or apparent authority to access, manage, administer, or transact business for an eligible account or an Online Banking service, regardless of whether that person has signed a signature card or other relevant documentation.

Online Banking can be used to access SharePoint Credit Union accounts. Each of your accounts at SharePoint Credit Union is also governed by the applicable account disclosure statement (Understanding Your Account).

II. Accessing Your SharePoint Credit Union Accounts through Online Banking

A. Requirements

To access your accounts through Online Banking, you must have a SharePoint Credit Union account and create a username and password.

A business must be operating under a tax payer identification number or the business owner's Social Security Number if a sole proprietor or a single member pass through entity to have access to these accounts.

B. Electronic Mail (E-mail)

Sending electronic mail (E-mail) through Online Banking is a secure way to communicate with the Credit Union. The e-mail within Online Banking is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of Online Banking. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s).

If an eligible account is owned by more than one person (joint account), or has an Authorized Representative, each person may provide us with instructions (written, electronic or verbal); make any decision; obtain any information; or make any request associated with the eligible account and related Online Banking services, to the extent allowed by agreements covering the eligible account. Each owner of an eligible account and an Authorized Representative will need to individually enroll in the Service to access it, and will each need a unique password and user name. An Authorized Representative's transactions are considered authorized, unless (1) you tell us that they are no longer authorized as an Authorized Representative, and (2) we have had reasonable opportunity to act on your notification (unless otherwise provided by law or regulation). You agree that each of your Authorized Representatives will be acting as your agent

and will be bound by this Agreement and any separate agreement governing the eligible account or Online Bank service.

You cannot use E-mail to initiate transactions on your account(s). For transactions, please use the appropriate functions within Online Banking or call 952-930-0700 or 1-800-752-3494.

C. Fees

There are no monthly or transaction fees for accessing your account(s) through Online Banking. See Section IV for a description of Bill Pay fees.

Please note that fees may be assessed by your internet provider.

D. New Services

SharePoint Credit Union may, from time to time, introduce new Online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

E. Benefits of Using Online Banking

With Online Banking, you can manage your personal or business accounts from your home or office on your personal computer. You can use Online Banking to:

- View account balances and review transaction history.
- View check images.
- Transfer money between accounts. (As noted in the applicable Understanding Your Accounts).
- Make a payment to your SharePoint Credit Union Visa.
- Apply for a loan.
- Open an Account
- Set up alerts.
- View E-Statements
- Pay bills to any merchant, institution or individual.
- Communicate directly with SharePoint Credit Union through secure messages.

III. Terms and Conditions

The first time you access your SharePoint Credit Union accounts through Online Banking you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

A. Enrolling in Online Banking

Your Member Number, Social Security Number and Date of Birth are required for initial enrollment to Online Banking.

Users will create a Username and Password. Usernames must be between 6 and 20 alpha numeric characters. Passwords must be between 8-20 alpha numeric characters. You accept responsibility for periodically changing your Username and Password and protecting the integrity of the Username and password to protect unauthorized transactions and account access. Granting access to your account via Online Banking to any non-owner will make you financially liable for all losses or misuse of your account(s).

B. Payment Account

Although there are no fees for accessing your accounts through Online Banking, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

Your Online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Online Banking services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call SharePoint Credit Union Customer Service at 952-930-0700 or 1-800-752-3494.

If you do not access your SharePoint Credit Union accounts through Online Banking for any (1) one year period, SharePoint Credit Union reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

You agree to be responsible for any telephone charges incurred by accessing your SharePoint Credit Union accounts through Online Banking.

If you wish to cancel any of the account services offered through Online Banking, please contact SharePoint Credit Union Customer Service at 952-930-0700 or 1-800-752-3494 or send us cancellation instructions in writing to SharePoint Credit Union, 5300 Hyland Greens Drive, Bloomington, MN 55437.

C. Our Liability

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, SharePoint Credit Union, OR by internet browser providers such as Chrome and Edge OR by internet access providers OR by online 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 or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, or internet browser or access software.

D. Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Online Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through Online Banking may result in an overdraft of your account and may, at SharePoint Credit Union's discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

E. Hours of Accessibility

You can access your SharePoint Credit Union accounts through Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of Online Banking may not be available due to system maintenance. You will be notified Online when this occurs.

Our business days are Monday through Friday. Saturday and Sunday and Federal holidays are not included as a business day.

F. Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available in real time.

Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Understanding Your Account. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

IV. Bill Pay Service

A. Using the Service

The Online Banking Bill Payment Service allows you to schedule bill payments through Online Banking. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your SharePoint Credit Union checking accounts. There is no limit to the number of payments that may be authorized. You may pay any business, merchant or individual through the use of Online Banking Bill Pay. We are unable to process any payment of taxes or court-directed payments through the Online Banking Bill Payment Services.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through Online Banking. When we

receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When SharePoint Credit Union receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of SharePoint Credit Union, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

For this reason, it is recommended that all payments transfers be scheduled to at least (9) nine business days before the actual due date, not the late date. If you properly follow the procedures described herein, and SharePoint Credit Union fails to deliver a payment on the scheduled payment date, SharePoint Credit Union will bear the responsibility for late charges (\$50.00 maximum). In any other event, including, but not limited to, choosing a payment date less than (9) nine days prior to the actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you.

SharePoint Credit Union will use its best efforts to process all your payments properly. However, SharePoint Credit Union shall incur no liability if it is unable to complete any payments initiated by you through Online Banking payment services because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.
2. The SharePoint Credit Union processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided SharePoint Credit Union with the correct names or account information for those persons or entities to whom you wish to direct payment.
4. Circumstances beyond the control of SharePoint Credit Union, such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction. SharePoint Credit Union has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 3 PM (Central Time), on the Payment Date, by using the DELETE function on the Online Banking "Pending Payment" screen.

SharePoint Credit Union reserves the right to terminate your use of Online Banking bill payment service in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel Online Banking bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using Online Banking or calling SharePoint Credit Union's Customer Service at 952-930-0700 or 1-800-752-3494. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have

been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

B. Bill Pay Fees

There are currently no fees for Online Banking bill payment services.

V. General Terms

A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Understanding Your Account.

B. Disclosure of Account Information

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Credit Union may also provide information about your account(s) to persons or companies the Credit Union believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Credit Union routinely informs a credit bureau when accounts are closed by the Credit Union because they were not handled properly. The Credit Union may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

C. Questions or Error Correction on Online Banking Transactions

In case of questions or errors about Online Banking funds transfers through Online Banking involving your account, here is what you should do:

- Contact SharePoint Credit Union by electronic mail (E-mail)
- Fax SharePoint Credit Union at 952-930-9740
- Telephone SharePoint Credit Union at 952-930-0700 or 1-800-752-3494
- Write SharePoint Credit Union at 5300 Hyland Greens Drive, Bloomington, MN 55437, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- Here's what we will do:

C(1) CONSUMER ACCOUNT TRANSACTIONS ONLY, DOES NOT APPLY TO BUSINESS ACCOUNTS.

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point-of-sale purchases, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, 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 ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

C (2) If we do not complete a transfer to or from your SharePoint Credit Union account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.

- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Online Banking.
- If circumstances beyond our control (such as fire, flood, cyber attacks or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

D. Periodic Statements

You will get a monthly account statement from us for your share draft accounts. You will get a quarterly statement for your share savings account. However, if there are electronic funds transfers the statement will be monthly.

E. Other General Terms

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Understanding Your Accounts, the credit Union's rules and regulations, the rules and regulations of any funds transfer system to which the Credit Union belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

The credit union reserves the right to terminate this Agreement and your access to Online Banking, in whole or in part, at any time without prior notice.

VI. Protecting Your Account

A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call SharePoint Credit Union Customer Service at 952-930-0700 or 1-800-752-3494.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The password that is used to gain access to Online Banking should also be kept confidential. For your protection we recommend that you change your

Online password regularly. It is recommended that you memorize this Online password and do not write it down.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your Online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify SharePoint Credit Union Customer Service at once at 952-930-0700 or 1-800-752-3494.

B. Unauthorized Transactions in Your SharePoint Credit Union Accounts

NOTE THAT THE FOLLOWING LIABILITY RULES ARE ESTABLISHED BY REGULATION E, WHICH IMPLEMENTS THE FEDERAL ELECTRONIC FUND TRANSFER ACT AND DO NOT APPLY TO BUSINESS ACCOUNTS.

Notify us immediately if you believe another person has improperly obtained your Online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call SharePoint Credit Union Customer Service at 952-930-0700 or 1-800-752-349, or write SharePoint Credit Union, 5300 Hyland Greens, Bloomington, MN 55437.

If your Online password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online password without your permission to access a SharePoint Credit Union deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after either the paper statement was mailed to you or E-Statement made available to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

C. Security

1. Description.

You need a username and password, or other SharePoint approved security and authorization controls, to access your eligible accounts and Online Banking Services. We may set standards for your user name and password, and other security and authentication controls. We recommend that you change your password regularly, and select a unique user name and password combination. We may also require additional security procedures for certain transactions.

2. User Names and Passwords.

User names and passwords must meet the standards we establish. These standards will be available for your reference whenever you create or change your user name and/or password. We may require you to change or update your user name and password at any time, including to meet any new standards we may establish. You are responsible for keeping your password confidential.

3. Transfers Security Procedures. The provisions of this Section only apply to transactions which are subject to Article 4A of the Uniform Commercial Code (UCC-4A) including online transactions from business accounts. This section does not apply to wire transfers.

The security procedure consists of verifying your username and a password, and/or such other additional security and authentication methods as we may require from time to time. We may also require you to answer security questions, use random number generators, or one-time passcodes to further verify a transfer governed by UCC 4A. We may require that you provide to us a permanent, text message-enabled U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers), before you use any Service. The purpose of the security procedure is to verify the authenticity of a transfer request delivered to us in your name and not to detect errors in the transfer. You agree the security procedure required by us in this Agreement is commercially reasonable, and meets your needs with regard to the size, type, and frequency of your transfers governed by UCC 4A.

You agree to be bound by any transfer request that SharePoint receives and verifies following our security procedure, even if the transfer request was not authorized by you. You agree that we may be liable only for damages required to be paid under UCC 4A. In no event will we be liable for any exemplary, special, indirect, or consequential loss, damage, cost, or expense of any nature, including lost profits, even if we have been informed of the possibility of such damages, except as may be required by law or regulation.

4. Protecting Your Security

Even though information exchanged through the Service is protected by advanced encryption techniques while being transmitted, you still need to protect your username and password for the Service.

You must notify us immediately if you suspect fraudulent activity on your eligible account or if you believe that:

- Your password may have been lost or stolen.
- A Mobile Device you use to access the Service has been lost, stolen, or compromised.
- Someone viewed, downloaded, or deleted electronic records from your Eligible Account or Online Banking Service without permission.

To Notify us:

- **Call 1-800-752-3494** anytime, 24 hours a day, seven days a week; or
- **Write** to SharePoint Credit Union, 5300 Hyland Greens Drive, Bloomington, MN 55437.