

and/or addresses outside the United States of America. You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You through the use of Our EBP system will be made either by check or electronic transfer and may take as long as 5 business days to be sent to the payee. The Credit Union can not guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges against You.

OWNERSHIP NOTIFICATION OF PRE-AUTHORIZED DEPOSITS. If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payor), You can call Us at (215) 333-1201 to find out whether or not the deposit has been made. **RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any pre-authorized payments, call Us at (215) 333-1201 or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request 3 business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT. If You order Us to place a stop payment on one of Your pre-authorized payments 3 business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law. **TRANSACTION SLIPS.** You will not receive a terminal receipt at the time You make a HFS or EBP transaction to or from Your Account. When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

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

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

LIABILITY FOR UNAUTHORIZED USE. Telephone Us at once at (215) 333-1201 or write Us at the address shown in this Agreement if You believe Your Access Code has been lost or stolen. If You tell Us within 2 business days, You can lose no more than \$50 if someone uses Your Access Code without Your permission. If You fail to tell Us within 2 business days after You learn of the loss or theft of Your Access Code and We can prove that We could have stopped someone from using Your Access Code without Your permission if You had told Us, then You could lose as much as \$500. Additionally, if Your periodic statement shows transfers that You didn't make, You will tell Us at once; if You fail to tell Us within 60 days after We mail You the periodic statement, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods.

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Telephone Us at (215) 333-1201 or write Us at 7346 Frankford Avenue, Philadelphia, PA 19136 as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must

hear from You no later than 60 days after We send You the first statement on which the problem or error appeared. Tell Us (a) Your name and Account number; (b) the dollar amount of the suspected error, describe the error or the transaction You are unsure about, and explain as clearly as You can why You believe there is an error or why You need more information. We will determine whether an error occurred within 10 business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) occurred within 30 days after the first deposit to Your Account was made.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction, or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant, or (3) in order to comply with a government agency or court order, or any legal process, or (4) if You give Us written permission. **TERMINATION.** As permitted by law, We may terminate Your right to use Your PIN or Access Code or cancel this Agreement at any time. You may request termination of these services in writing.

FEES AND CHARGES. We may charge the following fees and charges associated with Your Account: NSF Fee: \$25 per diem; Stop Payment Fee: \$10 per request; Merchant Return Fee: \$15 per item; EBP Monthly Service Fee: \$4.95*

*Waived for the first 3 months, and each month thereafter in which You maintain an active share draft Account (i.e., use bill pay to issue at least one bill each month).

The Home Financial Services (HFS) Online Banking program is a free service to credit union members.

HFS 90-Day Usage Notice: Please be sure to log on to HFS at least once every ninety (90) days; otherwise Your account will be deactivated. If in the event Your account becomes deactivated and You would like to access Your accounts via HFS, You will have to repeat the sign-up process.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time. **BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays and holidays. **GOVERNING LAW.** This Agreement is controlled and governed by the laws of the Commonwealth of Pennsylvania except to the extent that such laws are inconsistent with controlling federal law.



Viriva
Community Credit Union
Your financial partner... for life.

Membership & Account Disclosures

www.viriva.com
888-7-VIRIVA

PLEASE RETAIN FOR YOUR RECORDS:

In the following Agreements the references to “We”, “Us”, “Our” and “Credit Union” mean VIRIVA COMMUNITY CREDIT UNION. The words “You” and “Your” mean each person applying for and/or using the services described herein. If this is a joint account, read singular pronouns in the plural.

Identity Verification Procedures (US PATRIOT ACT)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. Please submit a copy of a valid driver's license or other identifying documents along with this application.

JOINT SHARE ACCOUNT AGREEMENT (*NOT TRANSFERABLE)

Viriva Community Credit Union is hereby authorized to recognize any of the signatures on this application in the payment of funds or the transaction of any business for this account. The joint owners of this account hereby agree with each other and with said credit union that all sums now paid in on shares, or heretofore or hereafter paid in on shares by any or all of said joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge said credit union from any liability for such payment. The joint owners also agree to the terms and conditions of the account as established by the credit union from time to time. Any or all of said joint owners may pledge all or any part of the shares in this account as collateral security to a loan or loans from the credit union. The right or authority of the credit union under this agreement shall not be changed or terminated by said owners, or any of them except by written notice to said credit union which shall not affect transactions theretofore made.

Checking Account Agreements & Disclosures: You hereby authorize the Credit Union to establish this Checking Account for you. The Credit Union is authorized to pay checks signed by you and to charge all such payments against the shares in this Account. It is further agreed that: (a) Only share draft blanks and other methods approved by the Credit Union may be used to make withdrawals from this Account. (b) The Credit Union is under no obligation to pay a check that exceeds the fully paid and collected share balance in this Account. However, if any of the undersigned writes a check that would exceed such balance and result in this Account being overdrawn, the Credit Union may, nevertheless, pay such checks and transfer shares to this Account in the amount of the resulting overdraft, plus a service charge, from any other regular share account from which any of the undersigned is then eligible to withdraw shares.

(c) The Credit Union may pay a check on whatever day it is presented for payment, notwithstanding the date (or any limitation on the time of payment) appearing on the check. (d) When paid, checks become the property of the Credit Union and will not be returned either with the periodic statement of this Account or otherwise. (e) Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check.

(f) Any objection respecting any item shown on a periodic statement of this Account is waived unless made in writing to the Credit Union before the end of 60 days after the statement is mailed. (g) This Account is subject to the Credit Union's right to require advance notice of withdrawal, as provided in its bylaws. (h) This Account is also subject to such other terms, conditions and service charges as the Credit Union may establish from time to time. (i) If this agreement is signed by more than one person, the persons signing below shall be the joint owners of the Account which, in that event, shall be subject to all terms and conditions printed on this application.

Debit/ATM Agreements & Disclosures: By signing this application, you hereby authorize Us to make whatever credit inquiries we deem

necessary in processing this application. You have read and understand all disclosures on this application. You hereby make application for the issuance of a Viriva Community Credit Union ATM Card or Debit/ATM Card. By requesting and/or using this ATM Card or Debit/ATM Card, you agree to be bound by all the terms and conditions set forth by Us in the Electronic Services Agreement and Disclosure which have been, or will be, provided in conjunction with this Card. You understand that if you do not qualify for, or do not prefer, a Debit Card, this Application will be considered an Application for an ATM Card.

DANA Agreements & Disclosures: For your protection, you must select your own Personal Identification Number (PIN). You must choose a four-digit number. A credit union representative will activate your PIN once your application is received. After your account is activated, no record of your PIN is kept by the credit union. If you lose or forget your number, you must complete a new application. You may call DANA to change your PIN at any time. Upon approval of your application for Day & Night Access (DANA) by Us, you agree not to disclose your Personal Identification Number (PIN) to anyone not authorized to sign on your account. You understand that we may terminate this agreement at any time. You hereby agree to the language, terms and conditions specified above for the Day and Night Audio Response service.

Loan Application Disclosures: You warrant the truth of the information provided and You realize that it will be relied upon by Us in deciding whether or not to grant the credit applied for. You hereby authorize Us. Our employees and agents to investigate and verify any information provided to Us by You. You authorize Us to accept Your facsimile signatures on the application provided and agree that Your facsimile signature will have the same legal force and effect as Your original signature. You assume any risk that may be associated with permitting Us to accept Your facsimile signature. Except for VISA and Real Estate secured loans/lines of credit, You understand and agree that You will be charged a \$5.00 Application Fee payable in connection with this application for credit, however if any credit is extended in connection with this application, such fee will be refunded at that time. If not enclosed, You authorize Us to deduct this fee from Your Share and/or Your Share Draft/Checking Account.

Authorization to Receive Electronic Documentation:

As permitted by law, You hereby authorize Us to electronically provide any and all documentation (agreements, disclosures, notices, statements, and the like) related to Our various products and services that You may from time to time request and/or use. The electronic transmission of such documentation may be conducted in a variety of means such as (a) an electronic message (“e-mail”) sent to You at the e-mail address specified by You (and/or any other address specified by You); (b) Your active retrieval via the Internet by any Internet access means from a specific Internet location (identified by Us in an e-mail message sent to You by the Credit Union); and/or (c) any other means of electronically providing such documentation. You understand and agree that Your consent will remain in effect until and unless withdrawn by You either in an electronic message sent by You to Us or by written request for withdrawal of Your consent sent by You to the Credit Union. Your withdrawal of consent to receive documentation in this manner will take effect within a reasonable time period following the receipt of Your request. This authorization does not affect Your right to receive such documentation on paper or in a non-electronic form and You may at any time request that any electronically provided documentation be provided in a paper or non-electronic form. You agree to immediately provide Us updated contact information in the event that Your e-mail address (or any other means You have provided Us to contact You) becomes unusable or inaccurate for any reason. A description of the current means used to provide electronic documentation along with current hardware and software requirements to receive such documentation is provided to You separately. You will be provided updated information in the event that We change these methods and/or hardware/software requirements.

To receive electronic records, You understand that the use of a device such as a personal computer (“PC”) or personal digital assistant (“PDA”) that has a graphical user interface, or “browser”, capable of accessing and viewing electronic communications reasonably expected to reside on and transmit within the Internet will be required. Addition-

ally, various software, such as that which can view an electronic file in a portable document file (“pdf”) format may be required to view certain electronic communications. Our system is currently designed to operate using world wide web technologies and protocols which are adaptable to a wide variety of end user systems. More specifically, Our system uses SSL encryption and requires a browser with an appropriate Root CA Security Certificate and uses 40-128 bit encryption, depending upon the specific browser being used to access the system. Some browsers may require an update to their security certificate to properly connect to the system. NOTICE: Many electronic communications sent and received over the Internet can be and are often intercepted by unauthorized recipients, beyond the control of the Credit Union. By authorizing the delivery of documentation electronically, You understand and agree that, to the extent permitted by law, the Credit Union cannot and will not be liable for any damages incident to the unauthorized receipt of electronic communications sent by or received from You where such unauthorized receipt is beyond the control of the Credit Union. Copyright Oak Tree Business Systems, Inc., 2001-2002. All Rights Reserved. OTBS 074 KOFC (10/02)

Internet Home Banking Agreement And Disclosure: THIS IS YOUR INTERNET HOME BANKING AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUNDS TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF OUR ONLINE HOME BANKING SYSTEM (“HOME FINANCIAL SERVICES AND/OR HFS”) AND ELECTRONIC BILL PAYMENT SYSTEM (“EBP”), EACH WITH ITS CORRESPONDING ACCESS CODE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR. In this Agreement the references to “We”, “Us”, “Our” and “Credit Union” mean VIRIVA COMMUNITY CREDIT UNION. The words “You” and “Your” mean each person applying for and/or using Our Online Home Banking system hereafter referred to as “Home Financial Services and/or HFS” and/or Our Electronic Bill Payment system hereafter referred to as “EBP”. If this is a joint account, read singular pronouns in the plural.

ONLINE HOME BANKING AND ELECTRONIC BILL PAYMENT AGREEMENT. This Agreement applies to any electronic funds transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Each withdrawal by You or by any authorized user of Your Access Code may be charged to Your Share Account, Your Share Draft Account, or Your Line of Credit as appropriate, and will be treated as though it were a share withdrawal or Line of Credit Advance except that: We may charge withdrawals to Your Share Account or Line of Credit in any order We determine. We may, but are under no obligation to do so, process an Electronic Funds Transfer that exceeds the balance in Your Share and/or Share Draft Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount plus any associated fees and charges. JOINT ACCOUNTS. If this is a joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary accountholder at the address that We have for You on file. We may refuse to follow any instructions which run counter to this provision. ISSUANCE OF ACCESS CODES. You will have separate Access Codes to be used in conjunction with EBP and HFS transactions. Your use of Your Access Code(s) is Your authorization to Us to withdraw funds from Your Share Account or Your Share Draft Account or to make advances on Your Line of Credit that You may have with Us to cover such transactions.

TYPES AND LIMITATIONS OF SERVICES: HFS. At the present time, You may use Our HFS system via a personal computer for the following services: (a) transfer funds between Your deposit Accounts and/or Line of Credit Accounts; (b) payments on Your loan Accounts; (c) inquiries on Account balances and loan data; (d) transactions or inquiries on shares/deposits; and (e) miscellaneous inquiries on Credit Union services that affect Your Account. EBP. You may also use Our EBP system to issue payments in amounts up to \$99,999.99 on Your behalf, except to the extent that such payments are for governmental agencies, state and local taxing authorities, collection agencies, court-ordered payment