

Railway Credit Union eServices Agreement and Disclosure

This RCU eServices Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an RCU account. This disclosure sets forth RCU's and your rights and responsibilities concerning electronic funds transfers. In this disclosure, the terms "we", "us" and "our" mean RCU. The terms "you" and "your" mean those who hold accounts, sign as applicants, or any authorized user(s). "eServices" are RCU's electronic services that include CU Online, Mobile App, Online Bill Pay and eStatements.

Description

eServices are electronic banking services that are accessed by using a personal computer, mobile phone, or other wireless device which allow you to:

- Access account balances and history
- Transfer money between your RCU accounts
- Make RCU loan payments
- Pay bills with Online Bill Pay
- Enroll in and receive eStatements

eServices Account Access

To use CU Online, you must contact the credit union to receive your initial password, complete the online enrollment and agree to this disclosure. CU Online can be accessed from RCU's internet home page, www.railwaycu.com, using your member number, security question and password. Once your CU Online account is established you can install the RCU mobile app onto your wireless device from the Apple App Store or Google Play. The bill payment and eStatements are all accessed through the CU Online system if you choose to enroll in those services.

Online Bill Pay

The Online bill pay feature, allows you to use your personal computer to direct payments from your accounts to third parties. Online Bill Pay enables you to set up and track one-time or recurring payments to individuals or merchants.

Online Bill Pay is a free service to members enrolled in the product. However, other account related fees are still applicable as listed in RCU's Fee Schedule. Activation of Online Bill Pay requires a checking account in good standing and approval by RCU. RCU will evaluate your account and transactional history or other reasonable means.

You are responsible for all transfers and payments that you authorize using Online Bill Pay. You authorize RCU to debit your designated account for any transactions authorized through use of Online Bill Pay. If you permit another person to use Online Bill Pay or give them your User ID and password, you are responsible for the payments or transfers that person makes. All transfers and payments will be deducted from the account that you designated as your primary account for Online Bill Pay. Any obligations you wish to pay must be payable in U. S. dollars and addressed to U.S. individuals or merchants. International payments cannot be made using Online Bill Pay. Funds must be available in your primary account on the scheduled date of the payment. After funds are withdrawn from your account, RCU may make the payment by electronic funds transfer or by mailing the payee a check drawn on a payment account maintained for that purpose. Payments may take 10 or more business days to reach the payee. RCU is not liable for any service fees or late charges incurred as a result of use of Online Bill Pay.

Stopping a Payment If you have told us in advance to make regular payments out of your account, you can stop any of these payments by contacting the credit union. Here is how: Call us at 701-667-9500 or 800-601-9580 or write to us at Railway Credit Union, 1006 E Main Street, Mandan ND 58554 in time for us to receive the payment cancelation 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. If a payment has already been deducted from your account, you may request a Stop Payment Order for any bill paid by check by calling RCU at 701-667-9500. If the check has not cleared the bill pay account, a Stop Payment Order can be made. You will be charged a fee for a Stop Payment Order that will be deducted from your account. See RCU's Fee Schedule for the amount of the fee. Payments made electronically cannot be stopped once they are deducted from your account.

RCU is responsible only for exercising ordinary care in processing and sending payments upon your authorization in accordance with this agreement. RCU is not liable in any way for damages you incur if you do not have sufficient funds in your account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have made the change sufficiently in advance, for the failure of any merchant to correctly account for or credit the payment in a timely manner, or for any other circumstance beyond our control. If your primary account does not have sufficient funds to issue a payment as of the date the payment is scheduled to be deducted, your account may be charged a fee for non sufficient funds. In such a circumstance we may choose either to deny your payment request or honor your payment request thereby causing an overdraft for which you are responsible.

Availability

eServices are available 24 hours a day, seven days a week. Availability of eServices may temporarily be suspended for brief periods of time for maintenance or updates. Unforeseeable events may also cause temporary interruptions. RCU is not liable in any way for any problems or damages incurred as a result of interruptions of service.

User ID and Password

You are responsible for the safekeeping of your User ID, Password, and any additional account access information. It is recommended that you: do not share or allow others to view your User ID, Password, or any other account information, do not leave your session unattended while you are logged in, and do not send privileged account information, such as User ID or Password, in any public or general email or messaging system. You must immediately notify us and change your password if you believe your login information may have become known to an unauthorized person.

Fees and Charges

There is no fee associated with eServices. However, typical account fees disclosed on RCU's Fee Schedule are still applicable. There may also be fees for accessing eServices imposed by your service providers for internet or wireless services.

Limitations on Savings Account Transfers

During any statement period, you may not make more than six withdrawals or transfers from a Share Savings Account. See RCU's Truth in Savings Disclosure and RCU's Fee Schedule for additional details.

Statements

You will receive monthly statements on your accounts for which an electronic funds transfer occurred. If no electronic funds transfers occur, you will receive a statement no less than

quarterly. You can choose to receive your statements electronically by enrolling in RCU's eStatements service.

Electronic Mail

Emails to RCU may be delayed and may not be received until the following business day. If you need RCU to receive information concerning your account immediately, such as stop payment requests, reporting lost or stolen information, or to report errors or unauthorized use of your account, you must contact us in person or by telephone.

Contact by RCU

Neither RCU employees nor any company affiliated with RCU will contact you by phone, email, or text message requesting your User ID, Password, or any other account access information. If you are contacted by anyone requesting such information, please notify us immediately.

Confidentiality

We will disclose information to third parties about your account or the transfers you make: where it is necessary for completing transfers; or in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or in order to comply with government agency or court orders; or as explained in the separate RCU Privacy Disclosure.

Termination of eServices

You may at any time terminate your access to any of the previously mentioned services and this agreement by notice to RCU in person or writing by providing your name, address, and termination date to: Railway Credit Union, 1006 E Main Street, Mandan ND 58554. As all eServices are access through the CU Online system you may not terminate your access to the CU Online service until all other eServices have also been terminated.

RCU may immediately terminate your access and this agreement if: you do not comply with the agreement governing your accounts or your accounts are not in good standing, you breach this or any other agreement with us, or we have reason to believe there has been unauthorized use of your User ID or Password. We will notify you if we terminate this agreement or any eServices you are enrolled in for any other reason.

eServices may also be terminated in the event of inactivity. If you do not log on or have outstanding scheduled bill payments or transfers through the eServices systems for 90 days, RCU may cancel your access without further notice.

Other Provisions

There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review RCU's Funds Availability Notice to determine the availability of deposited funds. RCU reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, or lower an account balance below a required balance.

Matters not covered by this disclosure shall continue to be governed by RCU's Account Agreements, RCU Account Terms and Conditions, the Uniform Commercial Code as adopted by North Dakota, and any other applicable federal or North Dakota laws.

Business Days

For the purpose of this electronic funds transfer disclosure, RCU's business days are Monday through Friday, excluding Federal holidays.

Liability for Unauthorized Consumer Transfers

Tell us at once if you believe your User ID, Password, or any other access information has been lost or stolen. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your access information without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your account access information, and we can prove we could have stopped someone from using your account if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was available to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods. If you believe your account access information has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call RCU at 701-667-9500 or write to us at Railway Credit Union, 1006 E Main Street, Mandan, ND 58554. When you give someone your User ID and Password, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Our Liability for Failure to Make Transfers

If RCU does not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, RCU will be liable for your losses or damages directly related to the transactions. In no event shall RCU be liable to you for:

- Failure to provide access to eServices
- If, through no fault of ours, you do not have enough money in your account to make the transfer or your account is closed
- If the money in your account is subject to legal process or other encumbrances restricting the transfer
- If the transfer would go over the courtesy pay benefit limit
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken
- If you have not properly followed any applicable device or wireless service provider user instructions
- If your device fails or malfunctions or eServices was not working properly and you knew about the breakdown when you started the transfer
- If the error was caused by a system beyond our control, such as that of your internet or wireless service provider
- There may be other exceptions not stated in our agreement with you

In Case of Errors or Questions about Your Consumer Electronic Transfers

Telephone us at 701-667-9500 or write us at Railway Credit Union, 1006 E Main Street, Mandan, ND 58554 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

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. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

RCU eStatement Agreement and Disclosure

This disclosure contains important information about RCU's Electronic Statement product, also referred to as eStatements. You should keep a copy of this disclosure for your records.

E-statement Delivery

If you enroll in eStatements, we will send you an email alert to the email address you provide when your statement becomes available for viewing online. You can change the email address for the statement alert at any time by sending the updated information to the following email address eservices@railwaycu.com

The email alert will include instructions to access the CU Online login screen. You can also navigate to the "EStatement" page anytime from within CU Online.

Statement Availability

eStatements are securely available online for 24 months. Check images can be easily accessed online for 3 months. Both eStatements and check images may be downloaded or printed for permanent retention.

If you need a paper copy, please contact us at 701-667-9500 or 701-222-8736. A fee will be charged as described in our most recent Fee Schedule.

Enrolling in E-statements

You may enroll in eStatements as by accessing the eStatements page on our website at www.railwaycu.com. Once your enrollment request is received and loaded by RCU you will receive an email confirmation that your next produced statement will come electronically.

Canceling E-statements

You may cancel your eStatement service at any time by contacting us via phone or mail. If you cancel your eStatements, we will resume delivery of your paper statements by U. S. Mail. There will not be a fee associated with the reinstatement of paper statements.

Hardware and Software Requirements

If you can access CU Online, you should be able to access your eStatements. However, prior to enrolling in eStatements, you should verify that you have the following hardware and software:

- Internet Access.
- A computer or wireless device with an Internet browser that can support 128-bit encryption.

- Adobe Reader®
- Access to a printer or storage medium such as a hard drive so that you can download and/or print statements for your records.
- An external email address.

We may revise hardware and software requirements, and if there is a material change that may impact your ability to access eStatements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving statements (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

Email Address Changes

In order to provide eStatements, we must maintain a current email address at all times. You are required to notify us of any changes to your personal contact information, we are not liable for any delays in account notifications due to an invalid email address.

If you have a "multiple-party account" as defined in the Terms and Conditions account agreement, your email address may be changed by any authorized party to your account. RCU will have no obligation or liability to any of the parties to a "multiple-party account" if the email address is changed.