

SPIRE Credit Union

SPIRE Internet Banking Agreement and Disclosure

This Agreement governs the use of SPIRE Credit Union's internet banking services including "SPIRE Internet Banking" or Interbank Transfer (the "Services") provided by SPIRE Credit Union, also referred to as "SPIRE". The terms and conditions of this Agreement supplement the SPIRE Mobile Deposit Capture Agreement and Disclosure and your existing Account Agreements and Disclosures governing your accounts with SPIRE.

Electronic Consent and Acceptance of Terms and Conditions

In order to enroll in the Services, you consent to receive and accept the terms and conditions of this Agreement, and any amendments. You further elect and authorize SPIRE to electronically deliver communications via email concerning your accounts with SPIRE and any applicable disclosures as required by law. If there is more than one party to an account, notice to any one party to the account will be effective for all account holders. In the event any change to this Agreement requires prior notice to you, SPIRE will notify you by email at the email address that you have provided for notices pertaining to this service, of the new or different terms and conditions or will provide you with a link with such email where you may view the new or different terms and conditions on a website. Your use of the Services constitutes your acceptance of this Agreement. SPIRE reserves the right, in its sole discretion, to change, modify, add or remove portions from SPIRE Internet Banking as it deems necessary or desirable. SPIRE will provide you notice at least (30) days prior to the effective date of the change and will provide a link or written Internet address to a location on SPIRE's website where the change is described. It is your responsibility to read the notice of change. Your continued use of SPIRE Internet Banking after notification shall constitute acceptance of any changes. You understand and agree SPIRE reserves the right to provide any such notice to you in printed form. You may withdraw your consent to having this information provided to you electronically and request a paper version of a particular document; however, you may be subject to a fee for such requests unless prohibited by applicable law. We recommend you print the entire Agreement for your records.

Definitions

As used in this Agreement, "account" and "accounts" mean the SPIRE account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with the SPIRE. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," "us," and "Credit Union" refer to the SPIRE Federal Credit Union that holds your accounts.

Access and Security

Your SPIRE Internet Banking ID and Password are required to access SPIRE Internet Banking functions. You are responsible for all transmissions, instructions, information, processes and transactions attributable to your password, whether entered by you or any person you authorize, and any agreement or consent communicated from such access shall be deemed to be a duly signed writing of yours sufficient to bind you. You agree not to give or make available your Password to any unauthorized individual. You may be required to change your Password on a periodic basis. We are entitled to act on the instructions received under your Password. For security purposes, it is recommended that you memorize the Password and do not write it down.

If you believe your Password has been lost or stolen, someone has attempted to use the SPIRE Internet Banking service without your consent, your deposit account(s) or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify SPIRE immediately at 888-347-7473. SPIRE does not maintain a record of your Password. If you lose or forget your Password, you may Reset your Password online. You also agree that SPIRE may revoke your SPIRE Internet Banking Service and/or Interbank Transfer services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the SPIRE Internet Banking ID and Password (s) belonging to you.

Use of Electronic Services

To use electronic services, you must have at least one SPIRE share account and a SPIRE Internet Banking ID with Password. SPIRE reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

Contact Information Changes

You agree to promptly notify SPIRE in writing, by phone or online of any contact information change such as mailing address, phone numbers, or email address.

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SPIRE Internet Banking

Required Equipment

In order to enroll in the SPIRE Internet Banking Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser.

You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. SPIRE is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. SPIRE is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

Enrolling for SPIRE Internet Banking

The member account number, Social Security Number, address, and valid email are required for initial enrollment to SPIRE Internet Banking.

- Users will create a personalized SPIRE Internet Banking ID and Password.
- Logon IDs can be between 6 and 12 alpha numeric characters.
- Passwords must have between 6-10 alpha-numeric characters. A minimum of 1 numeric and 1 alpha character is required.

You accept responsibility for periodically changing your SPIRE Internet Banking Password and protecting the integrity of the Logon ID to protect unauthorized transactions and account access. Granting access to your account via SPIRE Internet Banking to any non-owner will make you financially liable for all losses or misuse of your account(s).

Security Procedures

You agree that Spire will initiate funds transfer requests or other transactions only after you access your Spire Internet Banking Account using the established login credentials. You acknowledge and agree that Spire has established commercially reasonable security procedures for the electronic Services. You understand the security procedures are designed to authenticate your identity before accepting a request for conducting a transaction and not to detect errors in the content of your instructions.

SPIRE Internet Banking Access

The Service allows you to perform some or all of the following functions from your Computer by accessing your accounts at SPIRE's Website at www.otterkg.com:

- Transfer funds between your accounts
- Make loan payments by transferring funds from checking and savings
- Request a transfer of funds to another SPIRE member number
- Get information about balances, rates, deposits and withdrawals, checks cleared, loan payoff amounts and payroll deposits
- Get dividend, interest or tax information
- Estimate a loan payment
- Place a stop payment on a check or series of checks
- Print out an interim statement copy
- Apply for a loan
- Request a check be mailed to your home
- Change your Security Code
- Request a change of address
- Re-order checks
- Interbank Transfer

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Interbank TRANSFER

Authorization to Transfer Funds Using Interbank Transfer

You hereby represent and warrant to SPIRE, its directors, officers, employees and agents that You own each Eligible SPIRE Account, Verified Accounts as defined below, and have full right and authority to all the funds on deposit therein. In addition, You authorize SPIRE to execute and charge my Eligible SPIRE Account(s) for any Interbank Transfer request to or from a Verified Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete certain types of transfers when my Interbank Transfer requests are made in accordance with the procedures established by SPIRE. You understand and acknowledge that SPIRE has no obligations to execute any request for a transfer using Interbank Transfer that is not initiated in accordance with such procedures. You further acknowledge that the acceptance and processing of an Interbank Transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until You have informed SPIRE by telephone at 888-347-7473 that You have revoked your authorization and SPIRE has a reasonable opportunity to act on it.

You understand and agree that at all times your relationship with the financial institution that maintains each Verified Account is independent of SPIRE and your use of the Interbank Transfer service. You shall not hold SPIRE responsible for any acts or omissions by the financial institution maintaining a Verified Account with respect to it, including without limitation any modification, interruption or discontinuance of it. **YOU ACKNOWLEDGE AND AGREE THAT WHEN SPIRE ORIGINATES A REQUEST FOR A TRANSFER USING THE INTERBANK TRANSFER SERVICE, SPIRE IS ACTING AS YOUR AGENT. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SPIRE AS YOUR AGENT UNDER THIS AGREEMENT.**

Information Relied Upon by SPIRE

You acknowledge and agree that SPIRE is relying upon the information You provide in originating an Interbank Transfer on Your behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding Your Verified Account are Your responsibility. Although You represent and warrant to SPIRE that You are the owner of each Verified Account and describe it to SPIRE by name and account number (or any other number), You understand and agree that if Interbank Transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that financial institutions holding Your Verified Accounts may not investigate discrepancies between names and numbers. In addition, You agree that SPIRE has no responsibility to investigate discrepancies between names and account numbers.

Verification of Accounts at Other Financial Institution

After agreeing to this Agreement and providing any additional information requested, You may enroll accounts that You hold at other financial institutions (a "Verified Account") in the Interbank Transfer service. You hereby authorize SPIRE to verify a Verified Account by confirmation of small ACH transactions sent to the account. You authorize SPIRE to verify Your Verified Account through the use of trial transactions, in which one or more low value payments will be credited to the account. Sometimes, a low value payment will be both credited to and debited from the account. In either case, SPIRE will then ask me to verify the amount of each credit and debit made into such account.

Interbank Transfers

The Business Day on which a request for an Interbank Transfer is made begins at 12:01 a.m. Central Time ("CST") and ends at 12:00 p.m. CST the same day. The request for an Interbank Transfer will be executed on the next Business Day if the request is made after 7:30 p.m. CST. If the request for an Interbank Transfer is received by SPIRE on a day that is not a business day, the transfer process will begin on the next business day.

Transfers Subject to the Rules of the Verified Accounts

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Verified Accounts. You agree not to request any Interbank Transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

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Limits on Interbank Transfers

Limits on transfer amounts will be set based on average balances, relationship and history with SPIRE. Limits are calculated against all outstanding transfers, which are transfers that have been requested but not yet paid.

Interbank Warranties

SPIRE MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT YOUR BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

Rejection of an Interbank Transfer Request

We reserve the right to reject Your funds transfer request. SPIRE may reject Your request if the dollar value of one or more of Your transfer requests exceed Your daily or weekly transfer limit (as more fully described above), if You have insufficient available funds in Your Eligible SPIRE Account for the amount of the Interbank Transfer, plus any applicable fee, if Your request is incomplete or unclear, if SPIRE identifies a security risk related to a requested transfer or if SPIRE is unable to fulfill Your request for any other reason. You understand and agree that if SPIRE rejects a request for an Interbank Transfer for one or more of the reasons set forth above, You will be informed of the rejection during Your online session or by e-mail as soon thereafter as SPIRE has determined to reject the request.

Cancellations, Amendments or Recalls of an Interbank Transfer Request

You may cancel or amend a funds transfer request only if SPIRE receives Your request prior to our execution of the funds transfer request and at a time that provides SPIRE with a reasonable opportunity to act upon that request. If Your funds transfer request has been executed by SPIRE, You understand and agree that the request to recall or amend the funds transfer will be effective only with the voluntary consent of the financial institution holding the Verified Account. If You decide to recall or amend Your funds transfer and Your request has already been executed by SPIRE, SPIRE will first have to check with the beneficiary bank to determine whether or not the beneficiary bank will return Your funds. If the beneficiary bank confirms that the funds are returnable and agrees to do so, once the funds are returned to SPIRE by the beneficiary bank SPIRE will return the funds to you. The amount that is returned to you may be less than You originally transferred because of service charges of the beneficiary bank and/or SPIRE. SPIRE shall not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of Your funds transfer request.

Means of Transfer

You understand that SPIRE uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use the ACH Network. You agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Network, NACHA, EPN, Federal Reserve System and Clearing House Interbank Payment System (CHIPS).

Significance of Email Notices Regarding Interbank Transfer Service

You agree that all email notices sent to You regarding status of Your Interbank Transfer requests are simply service messages and will not constitute a transaction receipt or an official record with respect to an Interbank Transfer. You acknowledge and agree that these notices will be sent to the email address You provide for SPIRE Internet Banking use, even if You inform SPIRE separately to not send you marketing messages at that same email address.

Interbank Limitation of Liability

YOU AGREE THAT SPIRE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) YOUR GRANTING SPIRE AUTHORITY TO VERIFY A VERIFIED ACCOUNT; (2) YOUR DEBIT AND/OR CREDIT TO A VERIFIED ACCOUNT OR YOUR INABILITY TO DEBIT AND/OR CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH YOUR INTERBANK TRANSFER INSTRUCTIONS; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A VERIFIED ACCOUNT OR EXECUTING A TRANSFER WITH A VERIFIED ACCOUNT; (4) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (5) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT. IN NO EVENT SHALL SPIRE BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR INTERBANK TRANSFER REQUEST.

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MOBILE Banking

The use of Mobile Banking may incur additional data charges depending on your wireless carrier. Please consult your wireless provider/carrier for details on correlated rates and charges. All terms and conditions applicable to SPIRE Internet Banking may apply to **Mobile Banking**.

GENERAL DISCLOSURES AND AGREEMENTS

Transactions that are not Completed

Electronic services are limited to the extent, and subject to the terms, noted below:

- i. Your ability to transfer funds between certain accounts is limited by federal law and the Account Agreement and Disclosures. You should refer to the Account Agreement and Disclosures for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the SPIRE Internet Banking Service are counted against the permissible number of transfers described in the Account Agreement and Disclosures.

- ii. Transactional information for your accounts will be available from SPIRE Internet Banking for a minimum of 200 days from the date of inquiry.

If we fail to complete a transfer to or from your designated account(s) on time and in the correct amount, and we have agreed to perform such transfer(s) (with certain exceptions), we may be liable for your losses or damages. Any claim for interest or dividends payable by SPIRE shall be at SPIRE's published savings account rate. We also will not be liable:

- If we have terminated this Agreement.
- If through no fault of ours, you do not have enough money in your account(s) to make the transfer.
- A legal order directs us to prohibit withdrawals from the account(s).
- The funds in your designated account(s) are subject to legal process or other encumbrance restricting the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions we have taken.
- You have reported an unauthorized use of your SPIRE Internet Banking ID and Password, reported it as stolen, or requested that we issue a new Password, and we have as a result refused to honor the original Password.
- If your account is closed, frozen, or funds are uncollected.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If the transfer would cause your balance to become negative or exceed the credit limit of an established line of credit loan.
- If any part of SPIRE Internet Banking is not working properly and you knew about the problem when you started the transactions.
- If other exceptions are introduced as provided by applicable law.

Periodic Statements

Any electronic transaction will be reflected on your periodic statement. You understand and agree that you are required to notify SPIRE of any error relating to using electronic services no later than 60 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to SPIRE's attention within such time period.

Errors and Questions

Telephone us as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. Your name and account number,
2. A description of the error or the transaction you are unsure about and an explanation of why you believe it is an error or why you need more information,
3. The dollar amount of the suspected error, and
4. The date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will generally tell you the results of our investigation within 10 business days of the receipt of your complaint or question (20 business days if the transaction involved an account opened within the past 30 days). If we need more

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time, however, we may take up to 45 days. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Your Liability for Unauthorized Transfer

Tell us AT ONCE if you believe your account information and/or Password have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you believe your account information and/or Password has been lost or stolen, and 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 account information and/or Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your SPIRE Internet Banking ID and/or Password, and we can prove we could have stopped someone from using your SPIRE Internet Banking ID and or Password without your permission 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 delivered to you, you may not get back any money you 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.

No Unlawful or Prohibited Use

As a condition of using the service, You agree to not use the service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further agree that You will not use the service in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use and enjoyment of such service. You promise to indemnify and hold SPIRE harmless from any damages, liabilities, costs, expenses (including attorneys' fees), or other harm arising out of any violation thereof. This indemnity will survive termination of your account and this Agreement.

Fees for Electronic Services

Currently there is no monthly service fee for using SPIRE Internet Banking; however, we may implement a fee as required by applicable federal and/or state regulations and in such case, we will notify you as soon as practicable. If at that time, you choose to discontinue using SPIRE Internet Banking, you must notify us within 30 days.

Alterations and Amendments

SPIRE may, from time to time, revise or update programs, services, and/or related material(s) rendering such prior versions obsolete. When required by regulation, SPIRE will send notice to you either at your address as it appears on SPIRE's records or by online notice through SPIRE Internet Banking. Any continuation of use of the service after SPIRE sends you a notice of change will constitute your agreement to such change(s).

Termination of the Service

You may, by written request, terminate the Service(s) provided for in this Agreement. SPIRE may terminate your use of the Service at any time. In the event of termination of the Service, SPIRE will attempt to contact you and you will remain liable for all transactions performed on your Account. Further, you agree that, if SPIRE is notified that you have included the credit union in the filing of a petition of bankruptcy or you cause a loss to SPIRE, we may revoke or refuse to grant you service and/or SPIRE Internet Banking account access to your account.

Payee Limitation

SPIRE reserves the right to impose a frequency or dollar limit on or refuse to make any payment you have directed. SPIRE is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

Evidence

If we go to court for any reason, we can use a copy, microfilm, microfiche, or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy, microfilm, microfiche, or photograph will have the same validity as the original.

Disclaimer of Warranties

THE SERVICES ARE PROVIDED BY US "AS IS", AND NEITHER WE NOR ANY THIRD PARTY THAT CONTRIBUTES IN ANY MANNER TO THE SERVICES MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING WARRANTIES (A) WITH RESPECT TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE SERVICES; OR (B) THAT THE SERVICES

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SHALL BE UNINTERRUPTED OR ERROR FREE. FURTHER, WE AND ANY THIRD PARTY THAT CONTRIBUTES IN ANY MANNER TO THE SERVICES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICES. ANY HYPERLINK TO ANOTHER SITE IS NOT AND DOES NOT IMPLY AN ENDORSEMENT, INVESTIGATION, VERIFICATION OR MONITORING BY US OF ANY INFORMATION ON THAT SITE.

SPIRE's Liability

Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SPIRE OR THEIR THIRD PARTY VENDORS, CONTRACTORS, TECHNOLOGY OR CONTENT PROVIDERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, AGENTS AND EMPLOYEES (THE "SPIRE PARTIES") HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY COSTS, LIABILITIES OR DAMAGES OF ANY KIND, WHETHER DIRECT, CONSEQUENTIAL OR PUNITIVE (TOGETHER, "COSTS"), ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, OR YOUR OR ANY OTHER PERSON'S USE OF, OR INABILITY TO USE, THE SERVICES. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER ANY SPIRE PARTY KNOWS OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF THE SPIRE PARTIES UNDER THIS AGREEMENT AND WITH RESPECT TO THE SERVICES SHALL NOT EXCEED THE AMOUNT EARNED, IF ANY, BY US FROM YOU IN CONNECTION WITH THE SPECIFIC EVENT GIVING RISE TO YOUR LOSS OR DAMAGES, UNLESS CAUSED DIRECTLY BY THE SPIRE PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT

Indemnification

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your accounts, if you are an owner of an account, you agree to indemnify and hold us, our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with an Account or the performance of electronic services. This indemnification is provided without regard to whether our claim for indemnification is due to the use of electronic services by you or your authorized representative. You understand and agree that this paragraph shall survive the termination of this Agreement.

Governing Law

You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of Minnesota, notwithstanding any conflict-of laws or doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of Minnesota.

No Waiver

Neither party shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by both parties. No delay or omission on the part of the parties in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Contact Information

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