

RIVERLAND FEDERAL CREDIT UNION ELECTRONIC SERVICES CONSENT AGREEMENT

Agreement: By selecting the “I Agree” box on the previous screen or replying to the e-mailed consent agreement, you (including anyone else authorized by you to exercise control over your account) agree to be bound by the terms and conditions of this Agreement. RiverLand Federal Credit Union (“Credit Union”, “we”, “our”, or “us”, including its employees, directors, officers, representatives, and agents) may modify this Agreement from time to time in its sole discretion, and such modifications will be effective immediately upon delivery to you in either electronic or paper format. This Agreement with the Credit Union is subject to the terms and conditions of your Credit Union [Membership and Account Agreement](#).

Scope of Consent: You must have an active Credit Union account in good standing. This Agreement includes but is not limited to (“Services”):

- Online Banking
- Bill Pay
- Account-to-Account (A2A) Transfers
- E-Statements
- E-Notices
- E-Disclosures
- Alerts
- Notices of change in terms for your deposit account
- [Membership and Account Agreement](#)
- [Electronic Fund Transfers Disclosure](#)
- [Funds Availability Policy](#)
- [Truth in Savings](#)
- [Privacy Disclosure](#)
- Billing Rights
- Notice of change in [Fee Schedule](#)

Online Banking and Bill Pay: You authorize us to utilize Mahalo Banking, PayRailz, and CUTEK to provide Online Banking and Bill Pay to you on our behalf. Access is a privilege and may be revoked at any time without any prior notice in the event of suspicion of fraud as determined by the Credit Union Staff or reported by you.

The Credit Union will not be held liable under any circumstances for payments made to any of the following:

1. Court Ordered Payments
2. Tax Payments
3. Security Trade Purchases
4. Child Support Payments

5. Payments to Payees outside the United States or its possessions/territories

We reserve the right to refuse to make any payment and/or transfer. We may cancel pending payments scheduled from a closed account without any prior notice.

Funds will arrive at your targeted Merchant and/or Account as close as reasonably possible to the date designated by you in your payment and/or transfer instruction (Payment Date). Subject to the terms and conditions of this Agreement, you authorize us, and any third party acting on our behalf, to choose the most effective method to process your payment and/or transfer, including, without limitation, electronic, paper or some other draft means. For each properly instructed payment to an eligible Merchant and/or transfer to a targeted Account, you will receive a transaction confirmation number (Confirmation Number).

The Payment Date indicated by you must always be a Business Day, which consists of Monday through Friday, excluding Federal Holidays. If it is not, the Payment Date will be deemed to be the Business Day prior to the date indicated.

Unless you receive a confirmation number, we will not be liable for any failure to make a payment and/or transfer, including any finance charges or late fees incurred as a result. It is also important that the payment date be on or before the merchant due date, not the late date and since the time for us to process your payment varies according to the particular merchant, you must become familiar with the payment processing time for each merchant you desire to pay, and allow the appropriate number of business days between the day you input your payment instruction and the payment date. Subject to the limitation discussed below, if you follow the procedures described in this agreement for payments, and you are assessed a penalty or late charge, we will reimburse you for that late charge up to a maximum of fifty dollars (\$50.00). In the event that you do not adhere to the obligations set forth in this agreement, or you schedule a payment less than the number of business days before the due date required for a particular merchant, you will bear full responsibility for all penalties and late fees and we will not be liable for any such charges or fees. The service assumes no liability for the late posting or misapplication of payment once the merchant receives funds. This absence of liability, however, does not preclude service from working to resolve these types of issues when they arise.

Limitation: Under no circumstances will we be liable if we are unable to complete any payments and/or transfers initiated in a timely manner via Online Banking or Bill Pay because of the existence of any one or more of the following circumstances:

1. You do not obtain Confirmation at the time you initiate a payment and/or transfer.
2. The designated Account does not contain sufficient funds to complete the payment and/or transfer.
3. You have closed the designated Account.

4. We have identified you as a credit risk and have chosen to (i) make all payments and/or transfers initiated by you via Online Banking or Bill Pay utilizing a paper, as opposed to electronic, method, or (ii) to terminate your subscription to Online Banking.
5. Online Banking, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you execute the transaction.
6. You have not provided us with the correct information for those Merchants to whom you wish to direct payment or Accounts to which you wish to make a transfer (payment amount(s), name, address, account number, and any other pertinent information).
7. The Merchant mishandles or delays handling payments sent by us.
8. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source, such as delivery of payment by the US Postal Service) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.

We are not responsible for any other loss, damage, or injury, whether caused by your equipment or software, online banking, or any technical or editorial errors contained in or omissions from any user guide/brochure related to online banking. We will not be responsible for any direct, indirect, special, or consequential damage arising in any way out of the installation, use, or maintenance of your equipment, software, or online banking, except where the law requires a different standard.

Payment and Transfer Cancellation/Modification: Except for those transfers which are completed immediately, you may cancel or modify a transfer up to 3:55 p.m. Central Time (CST) on the scheduled processing day. Any payments entered prior to the 3:55 p.m., on any business day, can be edited or deleted any time prior to 3:55 p.m. for the 4:00 p.m. CST scheduled processing time. Allow three (3) business days for credit of electronic payments. Allow up to ten (10) business days for a check payment to credit to a payee and note that a check payment will be debited from your account at the time the check is presented by the payee.

A bill payment is an “Active” payment, starting from the time you enter Payment Instructions until the payment is “In Process.” A bill payment is “In Process” starting at the Cutoff Time on the Payment Date. A bill payment is considered “Processed” on the Business Day you selected as the scheduled Payment Date. You may cancel or edit any “Active” payment. There is no charge for canceling or editing an “Active” payment. Once an electronic payment is “In Process” or is “Processed”, we are unable to stop payment. A stop payment may be placed through our Online Banking on a payment processed as a check, if the check has not already been processed by the merchant. Applicable fees may apply. (Our current [Fee Schedule](#) can be accessed on our home page at riverlandfcu.org).

Stop Payments: The Online Banking stop payment feature allows you to place a stop payment request on personal checks written from your Credit Union Checking Account. We reserve the

right to revoke your request if the check has already been accepted for payment and processed, or if the stop payment request has been received within twenty-four (24) hours prior to the check being presented for payment. It is your responsibility to renew stop payment requests that have or will expire.

You may request a stop payment on a Bill Pay check if the payee has not negotiated the check. A service fee will be charged to your account for a stop payment request as stated in the [Fee Schedule](#).

To place a stop payment, please contact the Accounting Department during business hours at 504-576-5800 or 800-586-4728, or you may submit your request online by clicking on the specific payment from Bill Pay history, selecting the option to stop payment and submitting the e-mail inquiry form.

If you wish to cancel the Bill Pay service feature, you must notify the Credit Union in writing at 639 Loyola Ave, Ste 220, New Orleans, LA 70113.

You are responsible for all payment instructions made prior to termination and for all other applicable charges and fees. You must cancel all outstanding payment orders with the payee(s) before notifying the Credit Union to terminate this service feature. This Agreement, any user's manual, and the applicable fees and charges may be amended by the Credit Union in the future. In the event of amendment, we will either send notice to you by mail to your last known address or transmit such notice of the amendment over Online Banking. Your use of the Bill Pay service feature following receipt of such notice constitutes acceptance of such amendment.

A2A Transfers: In order to utilize our A2A transfer service (hereinafter "A2A"), you warrant that you understand and consent to the Agreement provisions below:

Scope of Agreement: This agreement covers all funds transfers using A2A initiated by you through the Credit Union's online banking. These terms and conditions affect your rights and you should read them carefully.

Definitions: In addition to all the other terms defined herein, the following terms shall have the following meanings:

- "ACH (Automated Clearing House) Network" means the funds transfer system, governed by the NACHA (National Automated Clearing House Association) Rules that provides funds transfer services to participating financial institutions.
- "ACH Rules" means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.
- "Business Day" means any day that is not a Saturday, Sunday, or Federal Holiday.

- “Eligible Account” means a share account that is eligible to be used with A2A and is enrolled in A2A. Eligible Accounts include those held at the Credit Union as well as third-party financial institutions.
- “Verified Account” means an account that you own at a third-party financial institution located in the United States that is enrolled in A2A.

Description of A2A: A2A enables you to request a transfer of funds: (1) from your Eligible Credit Union Account to a Verified Account; or (2) from a Verified Account to your Eligible Credit Union Account. All requests must be made through and are subject to the terms this Agreement and any other agreements and applicable laws and regulations.

Funds are typically credited to your account within three (3) Business Days provided that ACH posting times are met at outside financial institutions. The Business Day on which a request for a transfer is made begins at 7:00 PM Central Time.

Authorization: You hereby warrant to the Credit Union, its directors, officers and employees and agents, that you own each Eligible Account and have full right and authority to all the funds on deposit therein. In addition, you authorize us to execute and charge your Eligible Credit Union Account for any A2A transfer request to a Verified Account and from a Verified Account to your Eligible Credit Union Account, including any related fees, subject to any applicable limit as to dollar amount, and time delays to complete certain types of transfers when your A2A requests are made in accordance with the procedures established by us. You understand and acknowledge that we have no obligation to execute any request for a transfer that is not initiated in accordance with such procedures and that once a transfer is made to another financial institution, we will have no further responsibility or liability for the deposit or withdrawal of such funds, but that if necessary, we may choose to make adjustments to any errors. You further acknowledge that the acceptance of and processing of an A2A 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 us that you have revoked your authorization and we have a reasonable opportunity to act.

Information Relied Upon by Us: You acknowledge and agree that we are relying upon the information that you provide in originating an A2A transfer on your behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the name of the financial institution holding your Verified Account are your responsibility. Although you warrant to us that you are the owner of each Verified Account and describe it to us by name and account number (or any other number), you understand and agree that if the A2A 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 we have no responsibility to investigate discrepancies between names and account numbers.

Authority to Act as Agent: In connection with any request to transfer funds using A2A, you hereby grant us authority to act as an agent on your behalf to originate deposits into or withdrawals from your Verified Accounts, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any A2A instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as you might or could in person. Once we have actual knowledge that you wish to cease using A2A as provided in this Agreement or as otherwise permitted in this Agreement and we have a reasonable opportunity to act on such knowledge, this authority shall be deemed revoked; provided however, that any act done by us in good faith before we have actual knowledge of termination by you and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. You understand and agree that, at all times, your relationship with the third-party financial institution that maintains each Verified Account is independent of the Credit Union and your use of A2A. You shall not hold us responsible for any acts or omissions by the third-party 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 we originate a request for a transfer using A2A, we are acting as your agent. You agree to indemnify and hold us as your agent harmless as more fully described below.

Security Procedures: You agree that we will initiate a funds transfer request for you only after you access your Eligible Credit Union Account(s) through our online banking service. We shall not be liable for any delay in processing your A2A request if you fail to comply with this security procedure (or any other that may be established by us from time to time). You acknowledge and agree that we have an established and commercially reasonable procedure for A2A. You understand that the security procedure is designed to authenticate your identity before accepting a request for an A2A transfer and not to detect errors in the content of your instruction.

Verification of External Accounts: After consenting to this Agreement and providing any additional information requested, you may enroll accounts that you hold at other financial institutions in A2A. You hereby authorize us to require verification of each of these third-party accounts, which we will accomplish utilizing Plaid's instant verification process or by making one or more small deposits and withdrawals.

Service Fees and Charges: You understand and agree that you are responsible for paying all fees associated with the use of A2A. You authorize us to charge any of your Credit Union accounts for any service fees and charges applicable to transfers requested through A2A in accordance with our [Fee Schedule](#) in effect at the time you make an A2A request. We reserve the right to change the fees charged for the use of A2A.

Execution of a Request for an A2A Transfer: Your request for an A2A transfer will be executed on the appropriate Business Day. If your request for an A2A transfer is received by us

on a day that is not a Business Day or on a Business Day after the established cut-off hour, your request will not be processed until the next Business Day.

Actions Taken Upon an Unsuccessful A2A Transfer: If a requested A2A transfer could not be completed, you understand that we, upon learning that the A2A transfer has failed, may make reasonable efforts to complete the transfer again at our sole discretion. You understand that it is not our responsibility to make sure the transfer is successful. If the second attempt is successful, the additional processing could delay the completion of the funds transfer by two or more Business Days. If the funds transfer fails a second time, we will notify you by email.

Rejection of an A2A Transfer Request: You understand that we reserve the right to reject your A2A transfer request. This may happen if, for example, your funds are insufficient, your request is incomplete or unclear, we identify a security risk related to the transfer, or for any other reason. If we reject your A2A request, we will notify you by email within a reasonable amount of time.

Cancellations, Amendments, or Recalls of an A2A Transfer Request: You understand that you may cancel or amend an A2A request only if we receive that request prior to its execution and at a time that provides us with a reasonable opportunity to act upon that request. If your A2A request has been executed by us, you understand that you have no right to amend or cancel the transfer.

Transfers Subject to the Rules of Third-Party Accounts: All funds transfers are additionally subject to the rules and regulations governing the relevant third-party accounts. You agree that you will not request any A2A transfers that are not allowed under the rules or regulations applicable to such accounts.

Delays, Non-Execution of Funds Transfer Request: You agree that we shall not be responsible for any delay, failure to execute, or wrongful execution of your funds transfer request due to circumstances beyond our reasonable control. These may include, but are not limited to: any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to us or our execution of such request, whether caused by Internet service failures, power failures, equipment malfunctions, strikes, or acts or omissions of any intermediary financial institution or beneficiary financial institution. We make no warranties, express or implied, including the failure of any intermediary financial institution or beneficiary financial institution, to credit your account with the amount of the funds transfer after receipt of same with respect to any matter.

Significance of E-Mail Notices About A2A Service: You acknowledge that all e-mail notices sent to you regarding the status of your A2A transfer requests are simply service messages and

will not constitute a transaction receipt or an official bank record with respect to an A2A transfer. You further acknowledge that these notices will be sent to the e-mail address you provide during your enrollment in the Services, even if you have informed us separately in the past to not send you marketing messages at that same e-mail address.

Means of Transfer: You understand that we may use a variety of banking channels and facilities to make funds transfers, but we will ordinarily use the ACH Network. We may choose any reasonable means that we consider suitable to complete a transfer that you request using A2A. You authorize us to choose the means we deem suitable for cause each of your A2A requests to be completed successfully. 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, and Federal Reserve System.

Service Changes and Termination: You agree that we may modify, suspend, or terminate A2A, with or without notice, without liability to you at any time. We reserve the right, subject to applicable laws and regulations, to terminate and/or suspend your right to use A2A for any reason including, without limitation, if we in our sole judgment believe that you have provided us with false or misleading information or that you have engaged in conduct or activities that violate any of the ACH Rules or any of the terms of this Agreement.

Limited Liability: You agree that we shall not be liable for any costs, fees, losses, or damages of any kind incurred as a result of 1) you granting us authority to verify a third-party account; 2) our debit and/or credit of a Verified Account or our inability to debit and/or credit such account(s) in accordance with your A2A instructions; 3) any inaccurate or incomplete information received from another financial institution in connection with verifying a third-party account or executing a transfer with a Verified Account; 4) any charges imposed by the financial institution holding a Verified Account; and any transfer limitations set by a financial institution holding a Verified Account. In no event shall we be responsible for any incidental or consequential damages or expenses arising in connection with your A2A request. Once a transfer is made to another financial institution, we will have no further responsibility or liability for the deposit or withdrawal of such funds.

Except as may be expressly set forth in this agreement, the Credit Union, its directors, officers, employees and agents hereby disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or third party rights. We make no warranty or representation regarding the results that may be obtained from the use of A2A, the accuracy or reliability of any information obtained through A2A, the accuracy of any information retrieved by us from any financial institution holding any Verified Account or that A2A will meet any requirements of any user, be uninterrupted, timely, secure, or error free.

Originator Compliance: You agree that at all times, we reserve the right to audit any and all third-party financial institutions for their compliance with any Origination Agreements held between them and us. You further agree that we reserve the right to audit these third-party financial institutions for their compliance with the ACH Rules and that we may terminate or

suspend any Origination Agreement for breach of these rules or any other applicable rules, regulations, agreements, or laws.

Alerts: If you use the Alerts service, you will receive alerts sent to the e-mail address you provide to us, regardless if you have opted out of receiving promotional e-mail. Notifications will be sent out to the e-mail address above whenever a successful Online Banking logon occurs on this account. This feature can only be disabled online by accessing the Alerts option under the Online Banking Settings tab. This alert may be cancel by administration if sent alerts are returned undeliverable. It is your responsibility to re-enable this feature after you have updated your e-mail address.

Although the Alerts service is designed to give you timely notice of specific events, it cannot provide immediate notice. You may encounter errors, interruptions, delays or failures in the receipt of your Alerts which may or may not be out of the control of the Credit Union, such as technical difficulties suffered by your Internet service provider or wireless communications carrier. Further, some cell phones or certain other devices may omit a portion of the Alerts alert. The Credit Union makes no warranties to you about the timeliness of the Alerts service or the accuracy, reliability, or completeness of any alerts or e-mail notifications we provide you.

Your use of Alerts is at your own risk. The Credit Union will provide the Alerts service and its messages to you on an "as is" basis without any warranties of any kind. Under no circumstances shall the Credit Union be liable for any type of damages resulting in any way from your use of or reliance upon the Alerts service or the contents of specific alerts or notifications.

Electronic Documents: You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). You understand that electronic records may include information about you and your account, including, but not limited to, your name, address, account numbers, check numbers, and balance information. We may provide you any or all electronic records at the e-mail address you provide to us or we may post any or all electronic records at our website (riverlandfcu.org). If we post electronic records on our website, we will send a message to your e-mail address alerting you of the posting of such records and disclosing the affected account(s). If we post electronic records on our website, the electronic records will remain available for at least ninety (90) days. We reserve the right to send any or all records to you in paper form to your current postal mailing address in our file.

You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. You may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records, write us at 639 Loyola Ave, Ste 220 New Orleans, LA 70113. A fee to cancel this service or to request paper copies of these electronic records may be imposed as set forth in your [Fee Schedule](#).

Exclusion of Warranties: The Credit Union is providing electronic records "as is" without any warranty of any kind, express or implied, including, without limitation, the implied warranties of

merchantability, fitness for a particular purpose, non-infringement and title. You agree your use of the services and all information and content provided under this Agreement is at your own risk. The Credit Union does not warrant that electronic records are error-free, the results that may be obtained from the services provided will be accurate or reliable, or that access to and use of electronic records will be uninterrupted or error-free.

Equipment and Software Requirements: You must have a computer, Internet access, Adobe Acrobat Reader 20 or higher, an Internet browser using 128 bit encryption or higher, and a printer or ability to download and print e-receipts, e-statements, e-notices, and disclosures for your records. Online Banking requires one of the following browsers: Edge 109, Firefox 108 or higher, Chrome 109 or higher, MAC – Safari 14.1.2 or higher. The Credit Union recommends using the current version for all Internet browsers. Online Banking is not supported with the following browsers: AOL, Netscape, Web TV, MAC running Internet Explorer.

By requesting any electronic funds transfers, internet banking, other electronic records, services or transactions, by submitting any application or agreement to us electronically or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic records we provide to you.

Virus Protection: The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We encourage our members to routinely scan their computer or other Internet devices using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and hardware. Additionally, you may unintentionally transmit the virus to other computers or Internet devices.

E-mail Communication: You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim, or damages arising or in any way related to our response(s) to any e-mail or other electronic communication which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication. We may respond to an e-mail communication provided by you to either the address provided with the communication or the e-mail address set forth below.

It is your responsibility to maintain your most current e-mail address with the Credit Union. We may remind you of an invalid e-mail address on file as you log into Online Banking and may reset your statement selection back to paper statements if a current e-mail address is not provided.

Any e-mail returned to us as undelivered may be re-sent to you at any other e-mail address that we have in your file, unless you have previously informed us through electronic or written notice that an e-mail address is no longer valid.

Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability, or responsibility to you or

any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

We will not assume liability for not receipt of e-mails due to, but not limited to, the following reasons:

1. The e-mail address on file is invalid.
2. Your e-mail or Internet service provider filters the notification from your Inbox (e.g. considers it “spam” or “junk mail”).
3. There is a malfunction in your personal computer browser and/or software.

We may use the e-mail address or other electronic means to provide the following information (“Communications”) notification:

1. Of this Agreement and any amendments, modifications, or supplements to it.
2. Whenever a new message is received within your Online Banking Messages
3. Of any exceptions that occurred when processing your Bill Payments.
4. Of any exceptions that occurred when transferring funds between other Financial Institutions.
5. Of your records of any funds transfers or other transfers through Online Banking including confirmation of individual transactions.
6. Of any initial, periodic, or other disclosures or notices provided in connection with Online Banking, Bill Pay, Alerts, E-Documents, or other electronic services as they become available.
7. When your statement is available online.
8. Of any account related promotions and additional information.

Although we reserve the right to provide Communications in paper format at any time, you agree we are under no obligation to do so. All Communications in either electronic or paper format are considered to be in writing. You should print a paper copy of this Agreement and any electronic Communications that are important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use our Services.

Statements: All payments and/or transfers made via Online Banking or Bill Pay will be listed on your monthly account statements that you receive from us.

New Services: We may, from time to time, introduce new services or enhance the existing Services. We will notify you of the existence of these new or enhanced services. By using these

services when they become available, you agree to be bound by the obligations concerning these services, which will be provided to you.

Passwords/Security: Your User Name and Password are required for Online Banking access. You agree that you will not give out your Online Banking Password or make it available to any other person. If you believe that your Password has been lost or stolen, or that someone has made payments and/or transfers using your Password without your permission, notify us IMMEDIATELY by phone any time during Member Service hours or send an electronic message through Online Banking Messages.

No Unlawful or Prohibited Use: As a condition of using the Services, you will not use the Services 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 warrant and represent that you will not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Your Liability for Unauthorized Payments: If you believe that your Password has been lost or stolen, notify us IMMEDIATELY as provided above in order to keep your possible losses down. If you notify us within two (2) Business Days after you learn of the loss or theft, your maximum liability is \$50.00.

If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Security Code, and we can prove that we could have prevented someone from using your Security Code if you had told us in time, your maximum liability is \$ 500.00.

If your account statement contains payments and/or transfers that you did not make, notify us IMMEDIATELY. If you do not notify us within sixty (60) days after the account statement was mailed to you, you may not get back all of the money you lost 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 hospital stay or a long trip) prevented you from telling us, we may at our discretion, extend the time.

Errors and Questions: In Case of Errors or Questions About Your Electronic Transfers Telephone us at 504-576-5800 or 800-586-4728 Write us at 639 Loyola Ave, Ste 220, New Orleans, LA 70113 or email us at memberservice@riverlandfcu.org 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.

Privacy and Disclosure of Information to Third Parties: We regard your privacy and security with the utmost importance, and we are committed to safeguarding any information you share with us. In order to provide the Services, we must obtain from you certain personal information about you, your Accounts, and your transactions (“User Information”). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our [Privacy Policy](#).

All of your personal and financial information accessible through the Services will be placed on a secure website. We have multiple layers of security that have been designed specifically for the Credit Union.

We will only disclose information to third parties about your Accounts:

1. When it is necessary for completing payments and/or transfers;
2. To verify the existence and condition of your account to a third party such as a credit bureau or merchant;
3. To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning the Services;
4. It involves a claim by or against us concerning a deposit to or withdrawal from your Account;

5. In order to comply with a government agency or court order;
6. Where otherwise required or permitted under state or federal laws and/or regulations; or
7. If you give us your permission.

Suspension and Reinstatement: In the event that we at any time incur a problem with your use of the Services, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate your right to use any or all of the Services immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of the suspended electronic services by signing up for the Services at riverlandfcu.org. We reserve the right to, at our discretion, grant or deny reinstatement of your use of the Services. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate the suspended electronic services subject to other restrictions than otherwise might be available to you. Based on your subsequent usage of the Services, we at our sole discretion may thereafter restore your ability to use the previously suspended electronic service.

Termination: You may terminate the use of the Services by contacting the Credit Union in writing. If your account is closed or restricted for any reason, the Services will automatically terminate. The Credit Union may terminate this Agreement at any time or without notice.

Charges and Fees: You will be charged fees for the Services in accordance to those disclosed in the [Fee Schedule](#), which include charges for other transactions and optional services (e.g. Non-Sufficient Funds (NSF) or Stop Payment Fees). (Our current [Fee Schedule](#) can always be accessed on our home page at riverlandfcu.org). You agree to pay such fees and charges, and authorize us to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. In the event of your failure to timely pay us, you authorize us to effect automatic payment from one of your Accounts by electronic, paper, or other means.

In the event we are unable to process an Online Banking or Bill Pay transaction, (if, for example, there are insufficient funds in your designated Accounts) the transaction will result in a "Failed Payment and/or Transfer." In such event, we will charge the total cost of the transaction, including any service charges, to you. In the event of repetitive Failed Payment and/or Electronic Transfer, we reserve the right to suspend the Services. This suspension may be without prior notice to you. If the Services are suspended, transactions, which were previously initiated, may still continue to be processed (unless canceled) and confirmation of such cancellation is provided as specified below. Suspension will be handled by our Online Banking Department and all inquiries and correspondence relating thereto including requests for reinstatement should be directed to memberservice@riverlandfcu.org. In the event is the Services are suspended, we will notify you by mail to your listed address. With respect to any Failed Payment and/or Transfer, you agree to reimburse us within fourteen (14) days after notice is sent to you, for any funds we have already paid to one or more of your designated Merchants which we were unable to recover by debit to the Merchant or charge to you.

In the event that your claim or debt has to be referred to a third party for collection, you agree, to the extent permitted by law, to pay all costs and fees incurred in collecting the outstanding balances, including reasonable attorneys' fees and court costs.

Service Interruptions: We may perform maintenance on our systems from time to time, which may result in interrupted service. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. You agree that we will not be liable to you if a Credit Union online system is delayed or unavailable at any time. We make no warranty to you regarding the equipment or the software including fitness for a particular purpose.

Limitation of Liability: In no event will the Credit Union be liable for any damages whatsoever (including, without limitation, direct, indirect, special, or consequential damages) arising out of the delivery, performance, or use of electronic records, whether incurred by you or any third party, even if the Credit Union has been advised or may otherwise know of the possibility of such damages. If any liability is imposed on the Credit Union, the Credit Union's total liability to you or any third party will not exceed the amount you paid for electronic records. The foregoing will constitute the Credit Union's entire liability and your exclusive remedy hereunder. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.

Third Party Beneficiaries: This Agreement is for the sole and exclusive benefit of members and is not intended to benefit any third party. Member and Credit Union acknowledge and agree that any party that licenses the software to the Credit Union, directly or indirectly through one or more sub-licensees, is a third party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.

You may not assign this Agreement to any other party. The Credit Union may assign this Agreement in its sole discretion without your consent. The Credit Union may also, in its sole discretion and without your consent, assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

Governing Law: This Agreement is governed and will be construed in accordance with the laws of the State of Louisiana, excluding its choice of law rules. In the event legal action is necessary to enforce this Agreement, the prevailing party has the right to payment by the other party of reasonable attorneys' fees and costs, including any appeal and post-judgment actions, as applicable. Except as prohibited by applicable law, you and the Credit Union agree that such legal action will be filed and heard in Orleans Parish, Louisiana. Any disputes regarding this Agreement will be within the jurisdiction of the courts of Orleans Parish, Louisiana. Failure or delay in enforcing any right or provision of this agreement will not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement will be held to be unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

Indemnification: In addition to the indemnifications and limitations on liability contained in your [Membership and Account Agreement](#), you hereby indemnify and hold harmless Credit Union and each of its directors, officers, employees, agents, successors, and assigns from and against all liability, loss, and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such parties in any way relating to or arising out of (i) your use of the Services, (ii) any failure by you to comply with the terms of this Agreement or breach by you of any representation or warranty contained herein, (iii) any failure by you to comply with applicable laws and regulations, or (iv) any acts or omissions of you or any third party. This paragraph shall survive the termination of this Agreement for any reason.

Proprietary Rights: You are permitted to use the Services only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile the Services.

Additional Terms and Conditions:

1. In addition to the foregoing, you agree to be bound by and comply with applicable state and federal laws and regulations. We agree to be bound by them, too.
2. We reserve the right to terminate your use of Online Banking, in whole or in part, at any time, without prior notice.
3. You may cancel your subscription to Online Banking, upon thirty (30) days prior notice to our Online Banking Department at memberservice@riverlandfcu.org, by phone at 504-576-5800 or 800-586-4728, or in writing at 639 Loyola Ave, Ste 220, New Orleans, LA 70113. You will be responsible for all payments and/or transfers you have requested prior to termination and for all other charges and fees incurred, if any.

BE SURE TO CANCEL ALL OUTSTANDING PAYMENT AND/OR TRANSFER ORDERS WITHIN THE 30 DAY NOTIFICATION PERIOD. WE WILL NOT BE LIABLE FOR PAYMENTS AND/OR TRANSFERS NOT CANCELLED OR MADE DUE TO YOUR ACTIONS RELATED TO SERVICE TERMINATION.

4. These Terms and Conditions and applicable Online Banking, Bill Pay, and Electronic Document fees and charges may only be altered or amended by us. In such event, we will send notice to you at your listed address or transmit notice of the alteration or amendment through Online Banking. Your use of Online Banking following receipt of such notice constitutes acceptance of such alterations or amendments.

5. In the event of a dispute regarding Online Banking, you and we agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions will supersede any and all other representations made by you or our employees.

6. These Terms and Conditions will be governed by and construed in accordance with all applicable federal and state laws.

7. Business Days are Monday through Friday 9:00 a.m. to 4:00 p.m. excluding Federal Holidays and published scheduled closings.

8. Waiver by the Credit Union of your breach or default of the terms of this Agreement shall not be deemed to nor shall the same constitute a waiver of any subsequent breach or default by you.

9. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If the performance of this Agreement would result in violation of any law, regulation, or governmental policy, this Agreement shall be deemed amended to the extent necessary to comply therewith.

10. The most current version of this Agreement as it appears on our web site, including any amendments that we may make from time to time, constitutes the entire agreement between you and the Credit Union, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Services. This agreement may be amended, or any of our rights waived, only if we agree in writing to such changes, or you continue using the Services following receipt of notice of any changes proposed by the Credit Union.

11. You may not assign any of your rights under this Agreement, except with the prior written consent of the Credit Union. You are prohibited from any and all assignments of rights under this agreement, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. You may not delegate any performance under this Agreement. Your purported assignment or delegation of any rights of performance are in violation of this agreement and void.

Service Information: Our Credit Union Representatives are available from 9:00 a.m. to 4:00 p.m., Monday through Friday.

In New Orleans: 504-576-5800

Outside of New Orleans (toll-free): 800-586-4RCU (4728)

Electronic Mail: memberservice@riverlandfcu.org

Fax: 504-576-5805

Mail:

RiverLand Federal Credit Union
639 Loyola Ave Ste 220
New Orleans LA 70113

Electronic Signature: By selecting the "I have read and accepted the disclosure" box on the previous screen or replying to the e-mailed consent agreement, you consent and agree that your provided Account Number and information used to identify you constitute your signature, acceptance, and agreement to the terms and conditions provided on this page, as if actually

signed by you in writing. Further, you agree that no certification authority or other third-party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third-party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.