This agreement is the contract which covers your and our rights and responsibilities concerning Quaker Online Access services offered to you by Quaker Oats Credit Union ("Credit Union"). Quaker Online Access service permits you to electronically initiate account transactions involving your accounts. In this Agreement, the words "you" and "yours" mean those who request and use Quaker Online Access service, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean the Credit Union. the word "account" means any one or more deposit accounts you have with Quaker Oats Credit Union . By requesting and using the Quaker Online Access service, each of you, jointly and severally, agree to the terms and conditions of this Agreement, and any amendments.

1. Quaker Online Access Service.

- a. Account Access. If we approve your application for the Quaker Online Access service, you may use your personal computer to access your accounts. You must use your password along with your account number to access your accounts. The Quaker Online Access service is accessible seven (7) days a week, 24 hours a day. You will need a personal computer and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer.
- b. <u>Types of Transactions.</u> At the present time, you may use the Quaker Online Access service to:
 - Transfer funds between your Savings and Checking accounts.
 - Make loan payment transfers to any of your loan accounts
 - Review account balances, transaction history, and tax information for any of your accounts.
 - Review information on your loan account including payoff amounts, due dates, finance charges, interest rates, and balance information.
 - Review past statements.
 - Request a check withdrawal from any Savings, Checking, or Money Market account mailed to your home address.

We may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

- c. <u>Service Limitations</u>. The following limitations on Quaker Online Access transactions may apply in using the services listed above:
- (i). <u>Transfers</u>. You may make funds transfers to other accounts of yours as often as you like. However, transfers from your savings accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account except as limited under this agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds or unavailable funds, that would lower an account below the required balance, or otherwise require us to increase our required reserve on the account.
- (ii). Account Information. The account balance and transaction history information may be limited to recent account information involving your account. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

2. Security of Quaker Online Access Password.

Your password that you selected is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your account. If you authorize anyone to use your password, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these passwords and the Credit Union suffers a loss, we may terminate your Quaker Online Access account services immediately.

3. Liability for Unauthorized Access. You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use your Quaker Online Access password, you are responsible for any transactions they conduct on any of your accounts. However, tell us at once if you believe anyone has used your password or accessed your accounts through Quaker Online Access service without your authorization. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days. you can lose no more than \$50 if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you have learned of the unauthorized use of your account and we can prove that we could have stopped someone from accessing your account without your permission if you had told us. you could lose as much as \$500.

Also, if your statement shows Quaker Online Access transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time period. If you believe that someone has used your password or has transfers or may transfer money from your account without your permission, call the Credit Union at:

During business hours: (319)395-7060 or (800) 519-9762

or write the Credit Union at: Quaker Oats Credit Union 3535 Center Point RD NE Cedar Rapids, IA 52402

- **4. Business Days**. Our business days are Monday through Friday. Holidays are not included.
- 5. Fees and Charges. There are no charges for Quaker Online Access services at the present time. From time to time, the charges may be changed. We will notify you of any changes as required by law.
- **6. Periodic Statements.** Transfers and withdrawals transacted through Quaker Online Access will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least guarterly.

7. Credit Union Liability for Failure to Make

Transfers. The Credit Union will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction or your account is closed.
- b. If you used the wrong password or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer transactions.
- c. If your computer fails or malfunctions or the Quaker Online Access services was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunications outages, postal strikes, equipment or power failure) prevent making the transaction.

- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If the error was caused by a system beyond the Credit Union's control such as your Internet service provider.
- g. If there are other exceptions as established by the Credit Union from time to time.

8. Termination of Quaker Online Access Services.

You agree that we may terminate this Agreement and your use of the Quaker Online Access services if you or any authorized user of your account or password breach this or any other agreement with us; or we have reason to believe that there has been an unauthorized use of your account or password.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

- 9. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail a notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of the Quaker Online Access service is subject to existing regulations governing your accounts and any future changes to those regulations.
- 10. Billing Errors. In case of errors or questions about your Quaker Online Access transactions, telephone us at the phone number or write to us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the error appears.
- a. Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) calendar days. We will tell you the results of our investigation within ten (10) business days after we hear from you and we will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to

forty-five (45) calendar days to investigate your complaint or question, (ninety (90) calendar days for new account transaction errors). If we decide to do so this, we will recredit your account within ten (10) business days for the amount you think is in error, so that you will have use of the funds during this time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

11. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings legal action to enforce the Agreement or collect ant overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to lowa law, to payment by the other party for reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.



Quaker Online Access Agreement and Disclosure

3535 Center Point RD NE Cedar Rapids, Iowa 52402

> 319-395-7060 800-519-9762

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