

**Rocky Mountain Credit Union**  
**Online Banking and Mobile Banking Agreement and Disclosure**

This Agreement governs the use of Rocky Mountain Credit Union's Online Banking and Mobile Banking Service, (referred to as the "Service(s)") provided by Rocky Mountain Credit Union (RMCU). By using the Service(s) to conduct transactions, you agree to the terms of this Agreement.

**Enrolling in Online Banking**

After you have reviewed this agreement, you can enroll in Online Banking by clicking on the "Accept" button. Please retain a copy of this Agreement for your records, either by printing a copy or saving a copy on your computer's hard drive. Your clicking on the Accept button constitutes your consent to the terms of this agreement and your acknowledgement that you have been able to retain a copy of this Agreement in paper or electronic form.

**Definitions**

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

**Required Equipment**

In order to use the Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a compatible web browser, and member username/ number/ID, and password.

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

**A. Agreement Regarding the Use of RMCU's Online and Mobile Banking Service**

By using your RMCU Online and Mobile Banking password to obtain the service for the first time, you will be consenting to the terms of this Agreement. The terms and conditions in this Agreement are consistent with and are governed by the Rocky Mountain Credit Union Account Agreement.

Each owner or authorized signor on an account can enroll that account with Online and Mobile Banking Service.

RMCU reserves the right to discontinue access to our Online and Mobile Banking service without notice. We will not be liable for failure to honor any RMCU Online or Mobile transactions once access to the service has been discontinued. Some transactions may not be processed the same day based on the time the transaction was made. The total dollar amount of transactions via the Service is subject to limits set by RMCU, and sufficient verified funds must be available to satisfy your transaction instructions. All quoted balances may not include current day activities, including items that have not cleared.

**Description of Online and Mobile Banking**

The Service allows you to perform some or all of the following functions from your Computer or mobile app:

### **Online and Mobile Account Access Functions and Limitations of Transfers**

You may use Online and Mobile Banking to

- a) transfer funds between your accounts;
- b) obtain account balances;
- c) obtain history and transaction information on your accounts;
- d) obtain loan account balance information;
- e) transfer funds to other members.

These features are limited to the extent, and subject to the terms, noted below.

- i. All transfers or withdrawals made from your share savings accounts whether by online, mobile, bill pay, ATM, in person, or other means will be assessed an Excessive Withdrawal fee for each transaction in excess of six (6) per month and charged at the end of each month. You should refer to the Account Agreement for legal restrictions and the Schedule of Fees and Charges for applicable fees.
- ii. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in this Agreement, all Online and Mobile Banking transactions received by 10:00 pm MST will be posted on that business day. Any transactions received after 10:00 pm MST will be posted on the next business day.
- iii. Transactional information for your accounts will be available from Online and Mobile Banking for a maximum of 6 months from the date of inquiry.

### **Address Changes**

You agree to promptly notify RMCU in writing of any address change including your email address. Changing your address on the Service does not automatically update your address of record at RMCU. Similarly, updating your address at the credit union does not automatically update the address on the service.

### **PIN/Password and Security**

To access Online and Mobile Banking a user ID and password is required. You agree not to give or make available your ID and/or password to unauthorized individuals. You are responsible for all transfers, and payments you make using the Service. If you permit other persons to use the Service or your RMCU Account Number, PIN, or password (even though you have agreed not to disclose this information); you are responsible for all transactions. If you believe that your RMCU Account Number, PIN, or password has been lost, stolen or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without your permission, you must notify RMCU at once by calling us during business hours at one of the telephone numbers listed, or writing us at one of the addresses listed in this disclosure.

Rocky Mountain Credit Union 1 800 624-2341

You also agree that RMCU may revoke your Online and Mobile Banking access, if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the Account Number and PIN(s) belonging to you. Further, you agree that, if RMCU is notified that you have included the credit union in the filing of a petition of bankruptcy, RMCU may revoke or refuse to grant you access to your account via Online and Mobile Banking.

**Liability for Unauthorized Transfer**

If you inform RMCU within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your RMCU Online and Mobile Banking user name, account number and password has been lost, stolen or compromised, you can lose no more than \$50.00. If you fail to notify RMCU within (2) Business Days after you learn of unauthorized access to your account(s) and/or that your RMCU Online and Mobile Banking user name, account number and password has been lost, stolen or compromised, and we prove that we could have prevented the unauthorized access to your account(s), or use of your RMCU Online and Mobile Banking user name, account number and password had you notified us, you could lose as much as \$500.00. If your monthly statement or online account details reflect any transfers or payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement which reflected an unauthorized transfer(s) or payment(s) was made, you may not get back any money you lost after the 60 days.

**Errors and Questions**

In case of errors and questions about your electronic transfers or payments you should telephone or write us at the telephone number and address listed in this disclosure.

If you think that your statement is wrong or you need more information about a bill payment listed on the statement, we must hear from you no later than (60) days after you received the FIRST statement on which the problem or error appeared. You must:

1. Tell us your name and account number.
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, and
3. Tell us the dollar amount of the suspected error.

If you tell us orally, in person or by telephone, we will require that you send us your complaint or question in writing within ten (10) Business Days after providing verbal notification.

We will notify you with the results of our investigation within ten (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 the complaint or question. If we decide to do this, we will provide provisional credit to your account within ten (10) Business Days for the amount you think is in error; so that you may 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 ten (10) Business Days, we may not re-credit your account.

If we determine there was no error, we will notify you in writing within three (3) Business Days after we finish the investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of documents which we used in our investigation.

**Data Recording**

When you access the Service(s) to conduct transactions, the information you enter may be recorded. By using the Service(s), you consent to such recording.

**No Signature Required**

When using the Service(s) to conduct transactions, you agree that the Credit Union may debit your account to complete the transactions, or honor debits you have not signed.

**Disclosure of Account Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transfers you make ONLY in the following situations:

1. If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or
2. Where it is necessary for completing transfers, or
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or
4. To a consumer reporting agency for quality assurance.
5. In order to comply with a governmental agency or court orders, or
6. If you give us your written permission.

**Charges or Fees**

As a participant in the Service(s) you will not be charged a fee to “view accounts”, or “transfer funds.” Charges for other transactions and optional services (e.g., Excessive Withdrawals, Non-Sufficient Funds or Stop Payment Fees) are specified in RMCU’s Rate & Fee Schedule which can be found on RMCU’s web site.

You agree to pay such fees and charges, and authorize the RMCU to charge your designated payment account for these amounts and any additional charges that may be incurred by you. Any fees associated with your savings or loan accounts will continue to apply. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

**Information Authorization**

Through your enrollment in the Service(s), you agree that RMCU (or its third-party bill pay service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service(s) reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

**Alterations and Amendments**

The terms of this Agreement, applicable fees, and service charges may be altered or amended by RMCU from time to time. In such event, RMCU shall send notice to you either at your address as it appears on the Credit Union’s records or by online notice through Online and Mobile Banking. Any continuation of Online and Mobile Banking after RMCU sends you a notice of change will constitute your agreement to such change(s). Further, RMCU may, from time to time, revise or update the program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, RMCU reserves the right to terminate this Agreement as to all such prior versions of the Credit Union’s programs, services, and/or related material(s) and limit access to the Credit Union’s more recent versions and updates.

**Termination or Discontinuation**

In the event you wish to discontinue Online and Mobile Banking, you must contact RMCU within 10 days prior to the actual service discontinuation date. You must request the discontinuation of service by written correspondence sent via the mail or in person. Written notice must be signed and sent to:

Rocky Mountain Credit Union  
3400 N Montana Ave  
Helena, MT 59602

RMCU may terminate service to any individual at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

**Disputes**

In the event of a dispute regarding the Service, you and RMCU agree to resolve the dispute by looking to this Agreement and RMCU's Membership and Account Agreement.

**Assignment**

You may not assign this Agreement to any other party. RMCU may assign this Agreement to any present or future, directly or indirectly, affiliated company. RMCU may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana, United States of America, without regard to its conflicts of law provisions.

**Attorney's Fees**

You agree to pay us all of our actual collection expenses, attorney's fees and court costs incurred by us in the collection of any amount you owe us under this agreement.

**Federal Disclosure**

You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.