



## OREGON PACIFIC BANK ONLINE BANKING SERVICE AGREEMENT

This Online Banking Agreement ("Agreement") explains the terms and conditions governing access to the Online Banking Service offered by Oregon Pacific Bank. The term "Services" may or may not include "Bill Payment" feature. The client in the Agreement is referred to as "you" or "your" and refers to each signer on an account. The terms "we", "us" and "our" refer to Oregon Pacific Bank. In addition to this Agreement, you agree to be bound by and will comply with the requirements in the Account Agreement, the Truth in Savings Disclosure, the Schedule of Fees and Charges, the Funds Availability Policy, the Electronic Funds Transfer Notice, the Bank's Rules and Regulations, the Rules and Regulations of any funds transfer system to which the Bank belongs and applicable state and federal laws and regulations. If there is a conflict between the Agreement and any initial disclosures you received when you opened your account(s), this Agreement will control.

### General Information

You agree to be responsible for any third-party fees related to telephone charges or text message fees which you incur by accessing Online Banking Services. If you wish to cancel Online Banking Services, please send us cancellation instructions in writing to: Oregon Pacific Bank, P.O. Box 22000, Florence, Oregon 97439.

### Access Identification and Password

Initially, you will be assigned an Identification Number, ("Access ID") and a Personal Identification Number ("Password") that will give you access to your accounts. The Password can be changed through the options tab. You should change your Password regularly. You agree not to disclose the Password to anyone. You are responsible for keeping your Password and Identification Number confidential.

### Security Controls and Restriction of Use

You understand, acknowledge, and agree that installation, maintenance and operation of your personal computer or mobile device (hardware and software) and related security procedures that you adopt and follow, including, but not limited to, data security protection, firewalls, anti-virus and anti-malware software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting and otherwise safeguarding the data owned by you.

You agree not to use Online Banking Services in any way that would: 1) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Services to impersonate another person or entity, 2) be considered harassing or otherwise objectionable as determined by the Bank, 3) violate any law, statute, ordinance or regulation, 4) infringe or violate any third party's intellectual property rights, or 5) use the Services in such a manner as to gain unauthorized entry or access to computer systems, to include damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

### Liability for Unauthorized Use

Tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows 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 (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact any branch of Oregon Pacific Bank or call us at (800)997-7121 (541) 997 7121 or write us at P.O. Box 22000, Florence, Oregon 97439.

Oregon Pacific Bank is not liable for any loss related to authorization given to aggregators, consolidators or screen scraping firms. Oregon Pacific Bank prohibits the user from providing access to their Online Banking and Bill Payer accounts by aggregators, consolidators or screen scraping firms.

### Exclusion of Warranties and Limitation of Liability

Access to Services is provided on an "as is, as is available" basis. Bank makes no warranties of any kind, whether expressed or implied, for the Services. Bank also disclaims any warranty of merchantability, fitness or non-infringement for any particular purpose. You expressly agree that use of the Online Banking system and transmission of information through the Online Banking system is at your sole risk. Neither Bank nor its employees or agents warrant that service will be uninterrupted or error free. Neither Bank nor anyone else involved with the creation, distribution, production or delivery of services available on the Online Banking system shall be liable for any direct, indirect, incidental, special or consequential damages you suffer, this includes loss of use, data or profits, whether or not advised of the possibility of damage and on any theory of liability resulting from delays, non-deliveries, mis-deliveries

or service interruptions. You agree to indemnify and hold harmless the Bank, its directors, officers, employees and agents from any claims resulting from your use of the Services, which causes damage to you or another party. Use of any information obtained through the Online Banking system is at your own risk.

### **Hours Accessibility**

You can generally access your Online Banking and Bill Payment Account seven days a week, twenty four hours a day. Periodically Online Banking or Bill Payment may not be available due to system maintenance. Bill Payments, Pay-A Person Payments and External Transfers made after 4:00 P.M. (Pacific Standard Time) will be processed on the next business banking day. Internal Transfers made after 6:00 P.M. (Pacific Standard Time) will be processed on the next business banking day. Business Banking Day is Monday through Friday.

### **Additional Terms & Conditions**

You can obtain balance and transaction history on all eligible Bank accounts. Any account for which you are only an authorized signer, but have no ownership rights, will not be accessible. Funds are available according to the Funds Availability Policy you received when you opened your deposit account. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer funds until the hold expires or is deleted by the Bank.

### **BillPay Services**

You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. For Bill Pay Service, your payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through Bill Pay Service. Please include the full name of the Payee and a complete mailing address and telephone number for each payee, along with your account number with the Payee, the amount of the payment, and whether the payment is recurring. The Bank reserves the right to decline to make payments to certain persons and entities. On recurring payments, it is the responsibility of the account owner or designated authorized users to update Payee account information such as address changes, account numbers, etc. Payments are posted against your available balance, plus the available credit on your overdraft protection, if any, or other line of credit.

### **External Transfers**

External Transfers between your account(s) with Oregon Pacific Bank and your account(s) at another financial institution (external account) are accomplished through the Transfers option in Online Banking. External accounts must be a checking, savings or loan account and must be owned by you. You must provide the name of the institution, the routing number, as well as the external account number. You agree and warrant to us that you will only originate external transfers to or from accounts for which you have the authority to transfer funds. For security purposes, the Bank has established limits on the amount of funds that may be transferred via External Transfers. During set-up, small dollar test transactions will be initiated to your external account for verification. The dollar amounts of the test transactions must be entered on the External Transfer set-up page in Online Banking to complete the process. If the test transaction fails or is rejected, the external transfer set-up will be declined. Transactions may take up to two business days to process. External Transfers scheduled to process on weekends or holidays will be scheduled for processing before or after the holiday as set by you. The daily cutoff time for processing is 4:00 P.M. (Pacific Time). A fee may be charged for External Transfers. Please consult the Bank's Fee Schedule for applicable fees. Fees are subject to change from time to time upon written notice, as required by law.

### **Right To Privacy Policy**

Oregon Pacific Bank recognizes the importance of protecting the privacy of your personal information. Please refer to the Bank's Privacy Notice issued at the time of opening your account. The Privacy Notice is also mailed to you on an annual basis, unless you have agreed to the terms of the Electronic Statement Disclosure Agreement; and therefore are provided with a link to electronic disclosures on your monthly electronic statement email notification. If you wish to receive additional copies of any disclosures in the future, please contact the Bank at 800-997-7121.

### **General Terms**

We reserve the right to change the terms described in this Agreement. When changes are made to any terms we will update this Agreement and send a notice to you at the address shown on our records. The notice will be sent at least thirty (30) days in advance of the effective date of any additional fees for Services or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions unless an immediate change is necessary to maintain the security of the Online Banking System. If such a change is made, and it can be disclosed without jeopardizing the security of the Online Banking System, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or Services to which these changes relate. We also reserve the option, at our discretion, to waive, reduce or reverse charges or fees in individual situations.

### **Other General Terms**

The Bank reserves the right to terminate this Agreement and your access to Online Banking Services and Bill Payment in whole or in part, at any time, without prior notice. The Services may be terminated after 90 days of inactivity. Additional reasons for Services termination may include, but are not limited to, insufficient funds in any of your accounts, failure to make timely payment of fees, or marital separation or divorce involving joint account holders. The Bank may assign this Agreement to its parent corporation or to any now existing or future direct or indirect subsidiary of its parent corporation. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties. The first time you access Online Banking you are confirming your agreement to be bound by all of the terms and conditions of this Online Banking Service Agreement and you thereby acknowledge your receipt and understanding of this disclosure.