

### General

This Internet Banking Agreement ("Internet Banking Agreement") for accessing your accounts and loans via Pioneer Federal Credit Union's myPioneer explains the terms and conditions governing the online banking services offered through Pioneer Federal Credit Union's myPioneer, including without limitation Bill Payment Services, Funds Transfer Services, and Finance Works (collectively, "Internet Banking Service(s)"). Pioneer Federal Credit Union may, from time to time, introduce new Internet Banking Services and we will update our website to include them. By using any of the services offered through myPioneer you agree to abide by the terms and conditions of this Internet Banking Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the State of Idaho, without regard to its conflicts of law's provisions. As used in this Internet Banking Agreement, the words "you" and "your" refer to the user of the Internet Banking Service(s). The terms "we," "us," "our," and "credit union" refer to Pioneer Federal Credit Union.

### Acceptance of Agreement

By using any of the services offered through myPioneer you agree to abide by the terms and conditions of this Internet Banking Agreement at that time. A written copy of the Internet Banking Agreement will be made available to members in a form that you may keep.

When you elect to sign up for the Internet Banking Service electronically and click on the "I Agree" button, you agree to accept the terms and conditions of this Internet Banking Agreement including any future amendments to the Internet Banking Agreement or changes in the Terms.

If you do not agree to all of the terms in the Internet Banking Agreement, click on the "I Decline" button. If you do not accept the terms of the Internet Banking Agreement then you will not be permitted to use the Service.

We may change this Internet Banking Agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by notification message within myPioneer. If you use the Internet Banking Service after the effective date of a change, your use indicates that you agree with the change(s).

#### Hours of Availability, Banking Days and Cutoff Times

You can generally access your accounts through myPioneer seven days a week, 24 hours a day. However, at certain times, some or all of myPioneer may not be available due to system maintenance. During these times, you may use Telephone Teller, a Pioneer Federal Credit Union ATM or a branch to conduct your transactions.

Our business days are Monday through Friday, except for federal holidays.

A transfer between linked Pioneer Federal Credit Union accounts, initiated through myPioneer will automatically occur unless there are system delays.

For transfer cutoff times related to the Internet Banking Funds Transfer Service please refer to the terms and conditions of the Internet Banking "Funds Transfer Service Agreement".

Other Agreements

Accessing your accounts through myPioneer, or using any of the Services provided through myPioneer, will also be affected by the agreements between us and you for your Pioneer Federal Credit Union deposit accounts, credit cards, and loans. When you access accounts online, or initiate transactions and/or requests using myPioneer, this does not change the agreements you already have with us on those accounts. For example, when you use myPioneer to access your checking account, you do so under the terms and conditions we gave you in the Membership and Account Agreement for the account. You should review those agreements and the Service Charges and Fees brochure for any applicable fees for limitations on the number of transfers you can make, and for other restrictions, which might impact your use of an account with myPioneer. The terms and conditions of any other such agreements govern the terms and conditions of this Internet Banking Agreement except that in the event of a conflict that is related to this agreement or a myPioneer issue the terms and conditions of the Internet Banking Agreement shall govern.

#### Service and Security Features

Pioneer Federal Credit Union's myPioneer allows you to access your accounts from your Personal Computer through the Internet. At account opening you will be provided with a User ID and temporary password that you can use to access myPioneer.

To protect your accounts from unauthorized access, once you have entered your access I.D. and the registration password you will be prompted to choose a new personal password. If you are logging in using a computer or mobile device for the first time you will have a randomly generated One Time Passcode sent via the email or phone number on file. This One Time Passcode will be entered as the final piece of authentication. You will have an option to register the computer so a One Time Passcode is not required when logging on using that computer in the future. You can also identify the device as a public computer which will require a One Time Passcode during each log in on that device.

After you have successfully enrolled and completed the "Multi Factor Authentication" process, you may access myPioneer to perform the following functions:

- · Make transfers between savings, checking and money market accounts;
- Obtain balance information on your savings, checking and money market accounts;
- Make payments on your Credit Union loans from your savings, checking and money market accounts;
- · Access internet bill pay services to make payments to various creditors;
- · Verify whether a check or other item has cleared your account;
- Take an advance from a line of credit account;
- · Obtain tax information on amounts earned on applicable accounts;
- · Obtain information on interest paid on loan accounts;
- Make special credit union service requests for the following items.
- · Order copies of paid checks
- · Order copies of monthly checking or saving statements
- Submit address changes

· Send us e-mail messages and questions regarding your Internet Banking access

Please refer to the Service Charges and Fees brochure for any charges or fees related to special Credit Union requests.

This is not a fully exhausted list of all the functions available in myPioneer.

Even if you enroll in on-line banking or bill pay or our electronic document delivery service, we may from time to time require certain transactions to be made in-person or we may require verification or authentication of your identity for security purposes before a transaction or other business with us may be initiated, processed, or completed. You agree and understand that this is for the protection of us and you and is intended to safeguard your personal information and all funds held in or by the Credit Union, and to help prevent identity theft and bank fraud. You agree that we will not be liable for any delay in, or prevention of, any transaction or business conducted by you due to these security measures.

## Internet Banking Account Registration Restrictions

There are certain types of accounts and account ownerships that are not allowed to have online access. If you request on your application to have online access to an account that does not qualify, you will be notified by the credit union of the ineligibility. Pioneer Federal Credit Union accounts linked for transfer ability must have the same ownership. Additional authorizations may be required from all account holders to link accounts that do not have the same ownership.

## E-Statements and E-Notices

You may agree to receive statements via electronic means, whereby periodic statements will be made available on our on-line banking website. Please see the provision, "Electronic Statements, Electronic Notices, Electronic Disclosures and Electronic Agreements" in your Membership and Account Agreement for more information.

You may agree to receive electronically, all notices regarding your membership, account(s), or service with us whereby these notices will be made available on our on-line banking website. Please see the provision, "Electronic Statements, Electronic Notices, Electronic Disclosures and Electronic Agreements" in your Membership and Account Agreement for more information.

To use E-services you must complete the registration process through myPioneer.

## Stop Payment Orders.

Stop Payments initiated using myPioneer service are considered accepted once you have submitted the request and a confirmation screen is populated. The ability to place a stop payment through myPioneer may be limited by system availability. If the system is not available to accept your stop payment order, the stop order may be placed by contacting any Pioneer Federal Credit Union branch during normal business hours.

You may request a stop payment order on any check or other written instrument drawn on your account that has not been paid or certified. You may call us to request a stop payment, but to be binding, we may require that the order be dated, signed, and describe the account number, item number, and the exact amount of the item. The stop payment order will be effective if we receive the order in time for us to act upon the order. You understand that the exact information is necessary for our computer system to identify the item. If you give us incorrect or incomplete information or the stop payment order is not received in time for us to act upon it, we will not be responsible for failing to stop payment on the item and we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

A stop payment order created in myPioneer is valid for 6 months. We reserve the right to request a signed confirmation within the first 14 days. The stop payment description will be listed as a 'verbal stop payment' in your transaction history. Fees for stop payment orders will be imposed and are set forth on the Service Charges and Fee brochure. You may not stop payment on any certified check, cashier's check, teller's check, official check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold us harmless from all costs, including reasonable attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

## Receipts

After completing a payment or transfer, you will be able to access and print a confirmation message documenting the payment or transfer. You should print such receipts for your records.

#### **Bill Payment**

Pioneer Federal Credit Union offers Bill Payment services through myPioneer. Should you elect to use this service, you agree to abide by Pioneer Federal Credit Union's terms and conditions of the "Bill Pay Agreement", in addition to the terms and conditions contained in this Internet Banking Agreement. The terms and conditions of the "Bill Pay Agreement" can be viewed when you first register for Bill Pay and can also be found on Pioneer Federal Credit Union's website. The terms and conditions of any other such agreements govern the terms and conditions of this Internet Banking Agreement except that in the event of a conflict that is related to this agreement or a myPioneer issue the terms and conditions of the Internet Banking Agreement shall govern.

### Transfers Outside of Pioneer Federal Credit Union (Funds Transfers)

Through our Internet Banking Funds Transfer Service, Pioneer Federal Credit Union offers funds transfer services between eligible linked accounts at Pioneer Federal Credit Union and certain eligible deposit or investment accounts at other financial institutions.

#### Mobile Check Deposit

Pioneer Federal Credit Union offers Mobile Check Deposit services through myPioneer. Should you elect to use this service, you agree to abide by Pioneer Federal Credit Union's terms and conditions of the "Mobile Check Deposit Services Agreement", in addition to the terms and conditions contained in this Internet Banking Agreement. The terms and conditions of the "Mobile Check Deposit Services Agreement" can be viewed when you first register for Mobile Check Deposit. The terms and conditions of any other such agreements govern the terms and conditions of this Internet Banking Agreement except that in the event of a conflict that is related to this agreement or a myPioneer issue the terms and conditions of the Internet Banking Agreement shall govern.

#### Joint Accounts

The terms of this Internet Banking Agreement extend to all joint account owners. All joint account owners must be owners (signers) on the designated joint account. Each account designated for Internet Banking can be accessed via myPioneer by any one of the joint owners, and you agree that we may act on the verbal, written or electronic instructions of any authorized signer in accordance with our Membership and Account Agreement.

Joint owners are subject to the joint account rules contained in the Membership and Account Agreement. Accounts that require two or more signatures are not eligible to be accessed through myPioneer. Any account owner may discontinue his own Internet Banking service.

#### Changes to Agreement

We may change this Internet Banking Agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or by e-mail. Our website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the system's security, this Internet Banking Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when changes are made which materially affect your rights. If you use myPioneer after the effective date of a change, your use indicates that you agree with the change(s).

#### Cancellation

Your myPioneer service remains in effect until it is terminated by you or Pioneer Federal Credit Union. You may cancel your Internet Banking Service at any time by notifying us of your intent to cancel in writing, through a myPioneer e-mail, or by calling your branch, and your Service will be cancelled after Pioneer Federal Credit Union has had a reasonable opportunity to act upon your cancellation request. You agree to use the Internet Banking Services only for bona fide and lawful purposes. We may suspend or terminate your participation in the Internet Banking Services for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so.

We shall have no obligation to honor any instruction, in whole or in part, that (a) is or we reasonably believe is used for any illegal or improper purpose or activity; (b) exceeds the available funds in your account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the Online Service, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in this Internet Banking Agreement, any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or yours, we have reasonable cause not to honor.

We reserve the right to refuse to honor an instruction or to suspend or terminate your Service, in whole or in part, at any time, with or without cause and with or without notice, and may immediately do so including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password; (b) we believe your Service is not being used for its intended, bona fide and lawful purposes under this Internet Banking Agreement; (c) you repeatedly overdraw your Pioneer Federal Credit Union account; (d) your Pioneer Federal Credit Union account is closed, access to your account is restricted for any reason, or if you do not use the Online Services for a period of time after being notified by the credit union; or (e) following initial enrollment you do not use the Online Service, after being notified by the credit union, we may automatically suspend or terminate the Service, without further notice to you. Any payments or transfers we have already processed before the cancellation date will be completed. We recommend that you cancel any scheduled payments or transfers prior to notifying us that you are canceling the Service. You are responsible for any payments or transfers scheduled by you prior to termination that you have not canceled. Termination will not affect your liability or obligations under this Internet Banking Agreement for payments we've processed on your behalf.

Cancellation of your Internet Banking Service will also result in the cancellation, if applicable, of your Funds Transfer Service, Finance Works Service, Bill Payment Service, Mobile Check Deposit Service and any other Internet Banking Service.

#### E-mail

Sending e-mail through the secured section of Pioneer Federal Credit Union's myPioneer is a way to communicate with the member service department of the credit union. Through this feature you may request address changes,

order copies of paid items and past statements, or ask questions about your account(s) or give comments on your online service. These e-mail forms are accessible after you sign on with your password to a secure session of myPioneer. To ensure the security of your account information, we recommend that you use only this secure method when asking specific questions about your account(s). You cannot use e-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within myPioneer or contact your branch.

Auto Transfers from Savings or Lines of Credit

A fee of \$1.00 per overdraft from a Pioneer savings share will be applied to the share being withdrawn from.

A fee of \$3.00 per overdraft from a overdraft line of credit will be applied to the owing balance on the overdraft line of credit.

Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Pioneer Federal Credit Union.

The User I.D. and password that is used to gain access to Pioneer Federal Credit Union myPioneer should be kept confidential. If you give someone your password, you are authorizing that person to use your service, and you are responsible for all transactions the person performs using your Service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Transactions that you or

someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off change your online password regularly. We recommend that you memorize this online password and do not write itou down. You are responsible for keeping your User I.D., password, account numbers and other account data confidential. No Pioneer Federal Credit Union or Payee employee, nor any company affiliated with Pioneer Federal

Credit Union, will contact you via e-mail or phone requesting your Internet Banking User I.D. or personal password. If money from your account without your permission, notify us AT ONCE. that someone has transferred or may transfer

**Unauthorized Transactions** 

Notify us AT ONCE if you believe another person has improperly obtained your Internet Banking password. Also

your permission, or if you suspect any fraudulent activity on your account. Telephoning us at 208-587-3304 is therout best way of keeping your possible losses down. The unauthorized use of your service could cause you to lose all of your money in your account. You may also write to us at:

Pioneer Federal Credit Union 250 W 3rd South Mountain Home, ID 83647

Or use the secure chat feature on our website.

of the loss or theft, you can lose no more than \$50 if someone used your Internet Banking password without yourearn permission to access a credit union deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we can prove we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500. Also, if your statement shows withdrawals, transfers,

payments or purchases that you did not make or authorize, please notify us AT ONCE. If you do not notify us within sixty (60) days from the date the paper or online statement was sent to you, and we can prove that we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. For more information please refer to the "Electronic Funds Transfer Agreement and Disclosure – Reg E" section of the Membership and Account Agreement.

Errors or Questions about Your Electronic Transactions for Consumers

In case of questions or errors about Internet Banking transfers between your Pioneer Federal Credit Union accounts, Funds Transfers between your Pioneer Federal Credit Union account and a linked external account or Bill Payments made through the Pioneer Federal Credit Union myPioneer, you should do one of the following:

Send us a secure e-mail or chat by filling out the appropriate contact form accessible after signing on with your password to a secure session. For questions or errors about Internet Banking transfers between your Pioneer Federal Credit Union accounts or Funds Transfers between your Pioneer Federal Credit Union account and a linked external account you should click the "Support" button

OR

Contact Internet Banking Support, phone (208) 587-3304.

Contact us as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the FIRST paper or online statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

When you tell us about the problem, please:

• Tell us your name and account number.

• Describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need.

• Tell us the dollar amount of any suspected error.

• For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

• For a Funds Transfer, tell us the sending and receiving account numbers, date the Funds Transfer was initiated, and the transfer amount,

We will determine if an error occurred and will tell you the results of our investigation within 10 business days (20 business days if the transfer was to or from an account within 30 days after the first deposit to the account was made) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer or transaction involved a point-of-sale transaction, a foreign initiated transfer or a transfer to or from an account within 30 days after the first deposit to the account was made) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer was to or from an account within 30 days after the first deposit to the account was made) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint(s) or questions(s) in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

We will tell you the results of our investigation within three (3) 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. We may revoke any provisional credit provided to you if we find an error did not occur. For more information please refer to the "Electronic Funds Transfer Agreement and Disclosure – Reg E" section of

## the Membership and Account Agreement.

## Our Liability to Consumers

If we do not complete a transfer to or from your credit union account on time, or for the correct amount, and/or to or from the account specified according to our Agreement with you, we will be responsible, as applicable, for returning any improperly transferred funds and/or for redirecting any misdirected funds to the proper account, and may be liable for your losses or damages. However, there are some exceptions. For example, we will not be liable: If, through no fault of ours, you do not have enough available funds in your account to make a transfer, Funds Transfer, or bill payment. If a legal order directs us to prohibit withdrawals from the account. If your account is closed or if it has been frozen. If the transfer, funds transfer or bill payment would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts. If you, or anyone you allow, commits any fraud or violates any law, regulation, or any of our agreements. If any electronic terminal, telecommunication device or any part of the electronic fund transfer system was not working properly and you knew about the breakdown when you started the payment or transfer or, in the case of a recurring payment or transfer, at the time such payment or transfer should have occurred. If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a Bill Payment or external FI- to-FI Transfer. If you have not properly followed the instructions for using Pioneer Federal Credit Union's myPioneer, including Funds Transfer and Bill Payment. If circumstances beyond our control (such as fire, flood, computer system failure, or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us. There may be other exceptions not specifically mentioned here.

We are not responsible for any Internet access, Internet Service Provider, financial software or other product or service relating to your computer or the World Wide Web or your telephone or telephone service. We are not responsible for any damage to your computer, software, modem, telephone or other property resulting from your use of the Service. Without limiting the generality of the wording above, we are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone service; the disconnecting of your telephone service by your telephone company or from deficiencies in your line quality; or any defect or malfunction of your computer, modem or telephone service.

## **Exclusion of Warranties**

THE ONLINE BANKING SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

#### Indemnity

You agree to indemnify and hold harmless Pioneer Federal Credit Union, our subsidiaries and affiliates, successors and assigns, all officers and employees thereof, and our service providers ("Related Persons"), from any and all third party actions, claims, liability, and damages, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your connection to or use of the Internet Banking Services, your violation of the Internet Banking Agreement, or your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after the Service is terminated. This section does not apply to any cost or damage attributable to Pioneer Federal Credit Union's or our Related Persons' gross negligence or intentional misconduct.

# Links to Third Party Sites

The Pioneer Federal Credit Union Web site may contain links to other Web sites ("Linked Sites"). Before being redirected to a linked site you will be notified that you are about to leave Pioneer Federal Credit Union's Web site. Such links are provided solely as a convenience for you. While Pioneer Federal Credit Union will attempt to select

and provide links to Linked Sites that it believes may be of interest to its members, Pioneer Federal Credit Union does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that Pioneer Federal Credit Union, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them.

# Privacy; Email Communications

At Pioneer Federal Credit Union, we respect our members' right to privacy. Please see our privacy policy, which can be found at www.pioneerfcu.org for specific terms and conditions.

By enrolling for the Online Services, you agree that Pioneer Federal Credit Union may e-mail you [newsletters, articles, product or service alerts, new product or service announcements, offers or offer information concerning our or our subsidiaries' or affiliates' existing or new products or services.] If you prefer not to receive this type of information from us, contact us at (208) 587-3304 or online at pfcu@pioneerfcu.org.