



## INTERNET BANKING AGREEMENT

In exchange for the Credit Union permitting the Member to use the Credit Union's Internet Banking services (henceforth known as The Services), the Member agrees as follows:

### 1. DEFINITIONS

"Account" means any account under any membership held by the Member with the Credit Union;

"Equipment" means the equipment, such as a personal computer, telephone or other device which when used in combination with the Software and a password, permit access to The Services;

"Signing Authority" means any person authorized to sign on an Account;

"Software" means the software which in combination with the Equipment and a password permit access to The Services, and includes all upgrades, revisions, releases and new versions of such computer software;

"Credit Union" means the financial institution currently known as Hubert Financial;

"The Services" means all of the Internet Banking services available through the use of a password in combination with the Software, currently known as "Hubert Online";

"Transaction" means any transaction performed using The Services;

### 2. USE OF THE SERVICES

The Member may use The Services to access any permitted Account and to conduct transactions as may be permitted with respect to any such Account. When using The Services, the Member will not be permitted to pay bills from, or transfer funds out of any Account on which more than one signature is required to authorize a transaction, unless prior authorization is received in writing from all required signers. The Member agrees to follow the instructions of the Credit Union in effect from time to time with respect to the use of The Services.

When a password is used to conduct any transaction, the authorization given at the time of the transaction will be treated as if it was given by the Member in person, and the Member agrees to be bound by each such transaction. The Member irrevocably authorizes and directs the Credit Union to debit or credit, as the case may be, the amount of any transaction to the Account or Accounts designated by the Member at the time of the transaction, in accordance with the Credit Union's normal practices. The Credit Union's practices respecting the debiting or crediting of any transaction under The Services may be revised from time to time with or without notice to the Member.

The Member agrees not to conduct or try to conduct any transaction that would result in a negative balance in any Account or would exceed the unused balance of any authorized overdraft or line of credit, if available. The Member will indemnify the Credit Union for all liability or loss arising out of any such transaction.



### 3. LIMITATIONS

The Member agrees that The Services will be available only on an “as is” and “as available” basis.

The Credit Union offers The Services in order to improve the accessibility of the Credit Union to its Members. However, the provision of The Services is dependent in part on communication lines and other third party equipment and services. The Member agrees the Credit Union will not be liable for any delay, loss, damage (direct, indirect or consequential) or inconvenience whatsoever caused by or arising from the provision of or failure to provide services. In no event will the Credit Union be liable for any personal injury, or property damage or any loss of business or profit or other indirect or consequential damages whatsoever.

### 4. CONFIDENTIALITY OF PASSWORDS

The password is for the Member’s use alone and may not be assigned or transferred. The Member agrees to keep the password confidential and not to disclose it to any person. The Member agrees not to record the password in any manner or on any media, whether in writing or otherwise, including without limitation in electronic form, or by voicemail or email. For security reasons, the Credit Union recommends that each Member change the Member’s password on a regular basis, such as every 90 to 120 days. If the password becomes known to anyone, confidential information about the Member’s Account may be accessed.

### 5. TRANSACTION VERIFICATION AND RECORDS

All transactions are subject to verification and acceptance by the Credit Union, and if not accepted will be reversed from the Account. Verification may take place on a date later than the date the Member authorized the Transaction, which may affect the Transaction date.

The Credit Union’s records of each transaction, and the Credit Union’s accounting records, will be deemed to be correct, and will be conclusive and binding upon the Member. If the Member believes that the Credit Union’s records contain an error or omission, the Member must give written notice of the suspected error or omission to the Credit Union within the time provided in the Application for Membership and Account Operation Agreement between the Member and the Credit Union for the relevant Account or Accounts.

If the Credit Union does make an error or omission for any reason, with respect to the recording of any transaction, the liability of the Credit Union will be limited to the amount of the error or omission in recording, plus any applicable service charges that may have been charged to the member by the Credit Union. Specifically, the member agrees that the Credit Union will not be liable for any other loss, or any loss of business or profit or any other damage (direct or indirect or consequential) or delay or inconvenience whatsoever caused by or arising from any such error or omission.

### 6. SERVICE FEES

The Credit Union will establish service fees for use of The Services and / or for conducting transactions and may change these service fees from time to time. The Member authorizes the Credit Union to deduct any applicable service fees from any Account.



## 7. MEMBER'S LIABILITY

The Member agrees to notify the Credit Union immediately, in writing, if their password becomes known to anyone other than the Member.

The Member is liable for all unauthorized use of the password until such notification is made and acknowledged, in writing, by the Credit Union. Until the Credit Union's acknowledgment is received by the Member, notification is not deemed to be received by the Credit Union.

## 8. TERMINATION

The Credit Union may at any time without notice withdraw permission to use The Services, without being liable for any loss resulting from such action. If the Member no longer wishes to use The Services, the Member will notify the Credit Union in writing.

## 9. CHANGES TO AGREEMENT

The Credit Union can add to or change the terms and conditions of this Agreement from time to time, but the Credit Union will give at least 30 days notice of any such additional or amended terms and conditions. The 30-day notice will run from the date a notice is given by mail, website posting, in-branch display or other communication means deemed appropriate by the Credit Union. If the Member continues to use The Services after the effective date of any additional or amended terms or conditions to this Agreement, then the Member will be deemed to have accepted such additional or amended terms or conditions.

## 10. OTHER AGREEMENTS

The terms and conditions of the "Membership Application and Agreement" with the Credit Union and any other conditions or agreements between the Member and the Credit Union regarding any Accounts shall remain in full force and effect and shall apply to each transaction, except as expressly modified by the terms of this Agreement. If there is a conflict between any provision of any of these other agreements and this Agreement, this Agreement will prevail with the exception that the "Membership Application and Agreement" between the Member and the Credit Union will prevail over this Agreement.

## 11. EXECUTION

This Agreement may be executed on paper or electronically. When executed electronically, use of The Services shall be deemed to be acceptance of the terms and conditions hereof as of the date of first use.

## 12. GENERAL

If the Member is the joint holder of an Account, then each joint holder of that Account will be jointly and severally liable for all transactions conducted using The Services with respect to that Account