

People's Credit Union

Online Banking / Bill Payment Authorization and Agreement

INTRODUCTION

This Agreement governs your use of the People's Credit Union Online Banking and Bill Payment Services (the **"Services"**, as further defined below). Use of the Services is expressly conditioned on your acceptance of this Agreement. By using the Services, you acknowledge that you have read and agree to abide by the terms and conditions of this Agreement. If you decide not to agree to the terms and conditions discussed herein, you may not use the Services.

This Agreement is hereby made a part of the [Terms and Conditions](#) for sjpcu.net and all such [Terms and Conditions](#) apply to your use of the Services on this Web site (the "Online Banking Site").

In addition to this document, in connection with your use of the Services, you may be subject to, and/or required to agree to, various guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post on the Online Banking Site or any other People's Credit Union Site (as defined below) or otherwise provide or make available to you from time to time. Furthermore, if you use certain features, products or services available on or through the Services, you will be subject to, and/or required to agree to, separate user agreements, customer agreements or similar agreements governing or relating to such features, products or services. All such guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively, **"Additional Agreements"**) are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any checking, savings or other deposit accounts, loan, line of credit and credit card accounts, investment accounts and any other accounts that you may view, modify or otherwise access while using the Services; fee schedules; our electronic funds transfer agreement and disclosures; our Online Bill Payment Authorization and Agreement; and your signature card.

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement solely as they apply to online banking services, this Agreement controls; provided, that the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by People's Credit Union in an Additional Agreement.

This Agreement shall apply regardless of the means by which the Services are accessed, including, but not limited to, through the URL address <http://www.sjpcu.net>, electronic mail, or links from another Web site via a computer, mobile device, or any other means of access.

DEFINITIONS

The Parties

Throughout this Agreement, the words **"People's Credit Union"**, **"we"**, **"us"** or **"our"** mean, collectively, People's Credit Union, and all respective successors or assigns. **"You"** or **"your"** mean each Authorized Person (as defined below) who has an interest in an account with People's Credit Union which is accessible through the Services or through the Online Banking Site. Whenever **"you"** is more than one person with respect to any such account or relationship, the obligations and agreements applicable to you under this Agreement shall be deemed to be joint and several and solidary wherever appropriate.

Account-Related Terms

Unless otherwise indicated, “**account**” and “**accounts**” mean the regular share (savings) share draft (checking) or other deposit account(s), loan account(s) and other account(s) that are tied to your Social Security Number, or other unique identifier provided to you by People’s Credit Union (your “**Member Number**”) and that are used through the Services, and any other account that you may add to your online banking profile (as further set forth below).

“**Authorized Person**” means, with respect to an individual account, each person who has an interest in or authority to transact business in such account and, with respect to an entity account, each person listed as an authorized signor on the signature card for such account or otherwise authorized to transact any business with respect to such account.

“**Personal Account**” means any asset account established by a natural person primarily for personal, family or household purposes.

Miscellaneous

“**Business Day**” is every Monday through Friday, excluding Federal Reserve holidays.

“**People’s Credit Union Site**” shall mean any Web site owned or operated by People’s Credit Union that contains information about available products and services and/or terms and conditions relating to any accounts, account information and/or transactions that you may view, perform, modify or otherwise access or use while using the Services. People’s Credit Union Sites shall include, without limitation, the Online Banking Site, <http://www.sjpcu.net>.

“**Computer**” means your computer, computer system, mobile device, or any other method of access used to access a People’s Credit Union Site and all related equipment and software.

“**Internal Transfers**” shall mean monetary transfers between your accounts held at People’s Credit Union.

“**External Transfers**” shall mean monetary transfers between your accounts held at People’s Credit Union and an external financial institution.

DESCRIPTION OF SERVICES

The “**Services**” shall mean all information, materials, content, communications, features, products, services, methods of conducting transactions and transactions available, offered, made, obtained or otherwise provided or used (as applicable) on or through the Online Banking Site, including, but not limited to, the ability to: (a) transfer funds between certain accounts; (b) obtain account balance and certain other account information for various People’s Credit Union accounts that you may have (including, without limitation, checking, savings or other deposit accounts, loan accounts, credit card accounts and investment accounts); (d) obtain transaction information on certain of your accounts; (e) download certain account transactions to your Computer; (f) update your email address; (g) view online statements; (h) view online check images; These features are limited to the extent, and subject to the terms, noted herein and in any Additional Agreements that apply to you. The Services shall also be deemed to include any portion of the Online Banking Site and any software used to operate the Services. Subject to all terms hereof, you may use the Services seven days a week, twenty-four hours a day, except for any scheduled or unscheduled interruptions in the Services for maintenance, security or any other reasons, as further described below.

Certain features, information, types of transactions or other services available while using the Services are only available for certain People’s Credit Union accounts and may not be available when accessing the Services via mobile device or for all of your People’s Credit Union accounts. For certain of your accounts, you may be able to hyperlink from the Online Banking Site to another People’s Credit Union Site relating to such accounts, where you may be able to access features, information, transactions or other services pertaining to those accounts that you cannot access directly on the Online Banking Site (and that thus are not deemed a part of the Services).

SECURITY; CONFIDENTIALITY OF ACCESS INFORMATION

Use of the Services requires a computer or approved mobile device and Internet access connected through an Internet or mobile service provider and with a web browser (for example, Firefox or Microsoft Internet Explorer).

To provide the highest degree of confidentiality and to protect the security of your financial information, you must have an Internet browser that supports 128-bit encryption and secure sockets layer version 3.0 or higher. Use of the Services with lower than 128-bit encryption is strictly prohibited. To the extent you are able to access the Services using lower than 128-bit encryption, we specifically disclaim any and all responsibility for losses resulting from your use of such lower encryption. We may change these requirements from time to time.

You agree to keep your Member Number, user ID, password, password reminder question and answer and any other security or access information (collectively, “**Access Information**”) confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Services. We recommend that you memorize your Access Information and do not write it down. You agree not to give or make available your Access Information to any unauthorized individual.

If you believe the security of your password or any other Access Information has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use the Services under your Member Number without your consent, your accounts have been accessed, or someone has transferred money from your account(s) without your permission), you must notify us immediately. (See YOUR RESPONSIBILITIES AND LIABILITIES below.)

We reserve the right, under certain circumstances, to deny your access to any one or more account(s) or to the Services or any part thereof, or to deny the processing of transactions, in order to maintain or restore security or performance to the Online Banking Site or any other People’s Credit Union Sites and systems. We may do so if we reasonably believe your Access Information has been or may be obtained or is being used or may be used by an unauthorized person(s).

ENROLLMENT IN SERVICES; ACCOUNTS WHICH CAN BE ACCESSED

In order to enroll in and use the Services, you must contact People’s Credit Union Customer Service at (337) 393-2495, complete and sign all necessary paperwork.

You must also have opened at least one of the following accounts under your Member Number: a regular share (savings), share draft (checking) or other deposit account, or an installment loan, offered by People’s Credit Union; Notwithstanding the foregoing, use of Online Bill Pay requires at least one eligible share draft (checking) account with People’s Credit Union.

If you have more than one eligible People’s Credit Union account, we will automatically “link” your eligible accounts together for purposes of the Services, and all such accounts will appear in your online banking profile on the Online Banking Site, unless you request in writing that certain accounts not be linked.

By enrolling in the Services, you authorize People’s Credit Union to process transactions for you as requested by you from time to time, and you authorize us to post transactions to your account(s) as directed. You further authorize People’s Credit Union to make automatic recurring payments in such manner as you direct.

ELECTRONIC COMMUNICATIONS

You agree that all electronic communications that we receive on the Online Banking Site or otherwise in connection with the Services, such as those directing us to take an action with respect to your account, that match Access Information or other identity information you have provided when enrolling in or using the Services will be deemed

valid, authentic and binding obligations. Pursuant to law and regulations, these electronic communications therefore will be given the same legal effect as your written and signed paper communications, shall be considered a “writing” or “in writing” and shall be deemed for all purposes (i) to have been “signed” and (ii) to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business. You agree that electronic copies of communications are valid and you will not contest the validity or enforceability of such communications or any related transactions, absent proof of altered data or tampering, under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby, and such copies shall be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.

You agree (to the maximum extent permitted by law) to hold harmless People’s Credit Union and protect and indemnify People’s Credit Union from and against any and all claims, losses, liability, damages and/or demands (including, without limitation, reasonable attorneys’ fees and court costs) of any kind, direct or indirect, arising out of or in any way connected with any Services rendered by People’s Credit Union pursuant to or in accordance with any and all electronic communications for which we have attempted to verify your identity as set forth above.

E-mail; Secure Messages

By enrolling in Online Banking you agree that as a condition of using the Services you consent to receiving all transactional e-mail communications from People’s Credit Union which are directly related to your use of the Services or to your account(s) and to any disclosures that may result from People’s Credit Union sending account communications to you via the e-mail address you provide. For more information about our privacy and information-sharing practices, please visit <http://www.sjpcu.net/privacy.cfm>

BECAUSE E-MAIL IS NOT A SECURE METHOD OF COMMUNICATION OVER THE INTERNET, WE RECOMMEND YOU DO NOT SEND CONFIDENTIAL INFORMATION BY E-MAIL. PLEASE BE AWARE YOU CANNOT USE E-MAIL TO INITIATE TRANSACTIONS ON YOUR ACCOUNT(S).

Instead, we recommend all communication be completed telephonically or in person at our business office. For account transactions, please use the appropriate functions available through the Services or call Online Banking Customer Service at 337-393-2495.

TRANSFERS

Your ability to transfer funds from certain accounts is limited by federal law. You should refer to the deposit account agreement which governs your deposit account, a copy of which is available by calling Online Banking Customer Service at 337-393-2495 for these legal restrictions and the service charges and penalties for excessive withdrawals or transfers. Transfers made using the Services are included in calculating the permissible number of transfers from certain accounts described in your deposit account agreement.

We reserve the right to impose a frequency or dollar limit on transfers, or to refuse to make any transfer, between certain accounts. We are obligated to notify you promptly if we decide to refuse to complete your transfer instruction; provided, however, that notification is not required if you attempt to make transfers that are prohibited under this Agreement, any Additional Agreement, other People’s Credit Union agreements affecting the terms of your account(s), or federal or state laws.

Except as provided in this Agreement, all Internal Transfer instructions received before 10:00 p.m. Central Time on a Business Day will be posted to your account the same day. All Internal Transfer instructions received on or after 10:00 p.m. Central Time or on a Saturday, Sunday or banking holiday will be posted the next Business Day. Contact Online Banking Customer Service at 337-393-2495 for a list of our banking holidays.

PAYMENTS

ONLINE BILL PAY is \$6.95 / Month and will be debited from your account at the end of each month.

Online payments include (i) payments made through the Services for which the Payment Account is a People's Credit Union account ("**Outgoing Payments**"), including, without limitation, any payment that you schedule through our Online Bill Pay service, (ii) payments made in the form of funds transfers to eligible loan or line of credit accounts (which are covered by the "Transfers" section above and any other provisions governing transfers in this Agreement).

Online Bill Pay payments and any other bill payments permitted by the Services will be debited from your designated Payment Account. People's Credit Union's receipt of your bill payment instructions authorizes us to debit your Payment Account, and to remit (or request that such financial institution remit) funds on your behalf.

With respect to Outgoing Payments, if at the time funds are to be removed from your Payment Account, there are insufficient funds, and we pay the bill, you understand and agree that you are responsible for reimbursing People's Credit Union for the amount of the bill, along with any additional fees or penalties. The dollar amount of these fees or penalties is published in the People's Credit Union Fee Schedule, available at any People's Credit Union banking office, via an e-mail request or by calling Online Banking Customer Service at 337-393-2495. You further understand that any and all payments by People's Credit Union in these circumstances are purely at our discretion and that the payment by People's Credit Union of any bills under these circumstances in no way obligates us to pay the same or similar bills in the future.

You should keep your bill payment accounts open and active. Should your bill pay eligible checking accounts close, your Online Bill Pay services will end and any unprocessed Outgoing Payment transactions will be cancelled. Cancellation of your Online Bill Payment transactions may take up to five (5) business days from the processing date of a payment scheduled from your closed checking account. If you close your Payment Account, any Incoming Payments will not be processed. Outgoing Payments scheduled through Online Bill Payment from the closed Payment Account may be processed, depending on proximity to the Scheduled Due date.

Additional terms regarding Online Bill Pay are set forth in our [Online Bill Payment Authorization and Agreement](#). With respect to Incoming Payments for which your Payment Account is not a People's Credit Union account, additional terms and conditions established by the financial institution with which you have such Payment Account may apply to such Incoming Payments.

PAYMENT SCHEDULING

Online Bill Pay

ONLINE BILL PAY is \$6.95 / Month and will be debited from your account at the end of each month.

The Online Bill Payment Authorization and Agreement governs the use of this service. Refer to this document for terms and conditions associated with Online Bill Pay.

General

With respect to all Outgoing Payments that you may schedule through the Services:

You understand and agree that it is your responsibility, in accordance with all terms hereof, to authorize bill payments in such a manner that the bills will be paid on time and that the Payee will receive your payment no later than the Due Date on the statement provided to you by the Payee.

You understand and agree that we reserve the right to impose a frequency or dollar limit on bill payment requests or to refuse to make any payment you have requested. You understand we will notify you promptly if we decide to refuse to complete any payment instruction; provided, however, that notification is not required if you attempt to make payments that are prohibited under this Agreement.

Online Statements

By electing to receive your account statement(s) online, you are consenting to receive from us by electronic means only, your monthly statement for your specified deposit account and other disclosures related to this service such as your annual privacy notice. While enrolled for online statements, you will no longer typically receive paper statements in the mail. However, you may be sent paper statements or other documents that contain important information about your account. You should continue to review any correspondence that we mail to you.

When your online statement is available, an e-mail notification will be sent to the e-mail address that we have on file. It is your responsibility to update any changes in your e-mail address. If you do not receive an e-mail and believe you should have, please visit our Web site to view your statement and verify your e-mail address. You can withdraw your consent to receive your statement electronically at no cost to you by contacting Customer Relations at 337-393-2495. We encourage you to retain a copy of any records you would like to keep.

Hardware and Software Requirements

To access and retain the information subject to this consent, your personal computer needs to support the latest W3C HTML / DOM recommendations and 128 bit SSL encryption..

You will also need Adobe Acrobat to review statements in PDF format, if such statements are available. To read statements in PDF format, you will need to download Adobe Acrobat software into your browser. There is no cost to download this software. If you do not have Adobe you can download it from the following link:

<http://www.adobe.com/products/acrobat/readstep2.html>

To print statements you must have a printer connected to your computer. To download statements, if available, you must have sufficient hard-drive space (approximately 1 MB) to store the statements. If, in the future, you no longer have access to a computer that meets our hardware and software requirements, please contact us at 337-393-2495 to unenroll from receiving electronic communications.

We reserve the right to cancel your participation in this program at any time. Please note, the Online Banking Terms and Conditions also apply to your use of this service.

FEES AND CHARGES

ONLINE BILL PAYMENT Service is \$6.95 / Month and will be debited from your account at the end of each month.

Except as provided herein, we do not at this time charge any enrollment fees, recurring usage fees or any other fees for your use of the Services (including, without limitation, viewing your account information, transferring funds within your People's Credit Union accounts). However, we do charge fees in certain limited circumstances that may arise in connection with your use of the Services (including, without limitation, online bill payment, if you request a stop payment or order a print copy of a check or statement), as further set forth in the People's Credit Union Fee Schedule, available at any People's Credit Union banking office, via an e-mail request or by calling Online Banking Customer Service at 337-393-2495. In addition to such fees set forth in such Fee Schedule, you shall be subject to all fees, charges, penalties, balance requirements, and other restrictions explained in your account agreements or other Additional Agreements.

Notwithstanding the foregoing, fees are subject to change, and we may impose additional charges, penalties or fees in connection with your use of the Services at any time, subject to the terms hereof.

You agree to promptly pay all fees and charges for services provided through the Services, and you authorize us to automatically deduct all applicable charges and fees from your designated People's Credit Union Payment Account(s) or any other eligible account.

You agree to be responsible for any telephone charges and/or Internet service fees you incur in accessing your account(s) through the Services.

CHANGES IN SERVICES; INTERRUPTIONS IN SERVICE

We may, from time to time and at any time, revise, update, discontinue or otherwise modify, temporarily or permanently, the Services or any part thereof (including, without limitation, the Online Banking Site, this Agreement, the scope of the Services, and any materials related to the Services), or your access thereto. We will attempt to provide prior notice of any such material changes (by posting a notice of such changes on the Online Banking Site when you log in, and/or sending a notice to you at the address shown on our records or sending you a secure message), but cannot guarantee that such notice will be provided.

Notwithstanding the foregoing, whenever reasonably practicable, we will attempt to post or send such notice at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions; provided, that we cannot guarantee that we will provide such notice by such time; and provided further, that we reserve the right to make any such changes effective immediately if necessary to maintain the security of the system or to comply with any laws or regulations. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change.

Changes to the Services may render prior versions of the Services obsolete. Without limiting the foregoing, we reserve the right to terminate this Agreement as to all prior versions of the Services and/or related materials and limit access to our more recent versions and updates.

You may choose to accept or decline changes by closing, continuing or discontinuing use of the Services to which these changes relate. Your use of the Services after we make any changes will constitute your agreement to such changes. We also reserve the option, in our sole business judgment, to waive, reduce or reverse charges or fees in individual situations.

We may, from time to time perform maintenance upon the Services or experience hardware, software or other problems related to the Services, resulting in interrupted service, delays or errors in the Services. We will attempt to provide prior notice of such interruptions, delays or errors but cannot guarantee that such notice will be provided.

OUR RESPONSIBILITY FOR BILL PAYMENTS AND FUNDS TRANSFERS

By using any payment or funds transfer service available through the Services, you warrant that you are an authorized signer on the account from which the funds are being drawn to make such payment or transfer.

We, or a third party acting as our agent, will use reasonable efforts to timely and properly complete funds transfers and bill payments from your designated checking, savings or other deposit account(s) or from your line of credit account(s) (as applicable) according to your properly entered and transmitted instructions. However, neither a third party service provider nor we will be liable in any way for any failure or delay in completing any such transaction (whether an Outgoing Payment, Incoming Payment or funds transfer, as applicable):

- If, through no fault of our own or of our agent, you do not have adequate money in a designated checking, savings or other deposit account to complete a transaction from that account, or if that account has been closed; or the transaction would exceed the credit limit on any applicable overdraft line of credit;
- If our payment processing center is not working properly and you know or have been advised by us about the malfunction before you execute your bill payment instructions;
- If you have not properly followed instructions on how to make a funds transfer;
- If you do not provide People's Credit Union with complete, correct and current Payment Account or Payee information, or if you otherwise do not give complete, correct and current instructions so that a funds transfer or bill payment can be made;
- If you do not authorize a bill payment or transfer soon enough for your payment to be made and properly credited by the Payee by the Due Date;
- If a timely bill payment is made but the Payee nevertheless does not credit your payment promptly after receipt;
- If withdrawals from any accounts have been prohibited by a court order such as a garnishment or other legal process;
- If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your Computer was not working properly such that it interfered with your attempt to authorize a funds transfer or bill payment;
- If circumstances beyond our or our agent's control prevent making a funds transfer or bill payment. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters, terrorist acts or war.

In any other set of circumstances as set forth in your account agreements.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

You authorize us to disclose to third parties, affiliates, and agents, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- To comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant; When necessary to complete any type of transfers and any type of bill payments;
- To provide services relating to your account or to offer other products and services; When we have entered into an agreement to have another party provide the Online Bill Pay service or receive your account information, we will provide the third party with information about your linked checking, savings or other deposit accounts, your Services transactions, and your electronic mail messages in order to carry out your instructions; or
- If you provide us your permission.

STATEMENT OF RECORD

If you receive paper and electronic statements, any account information provided by the Services is not the statement of record. The periodic statement that is mailed to you will be the statement of record. If you have chosen to stop receiving paper statements, the periodic statement provided to you electronically will be the statement of record. In any case, you are responsible for reviewing any statement and other account communications sent to you by postal mail. Any mailed statement and other account communications will continue to contain important information about your account(s), regardless of whether you access your account(s) through the Services or whether you have chosen to receive your statement electronically.

YOUR RESPONSIBILITIES AND LIABILITIES

It is your sole responsibility to ensure that the contact information in your online banking user profile is current and accurate. This contact information includes, but is not limited to, name, address, phone numbers, e-mail addresses, and account numbers. Changes can be made by calling Online Banking Customer Service at 337-393-2495 or via US mail. We are not responsible for any payment processing errors or fees incurred by you if you do not provide accurate account or contact information.

If you close any Payment Account, you must notify us and identify a new Payment Account for the selected Services. Additionally, if you close all your accounts with us, you agree to notify us to cancel your Services.

Unauthorized Transactions

You will be sent periodic statements for your account(s) with the regularity provided for in your account agreement(s). Your role is extremely important in the prevention of any wrongful use of your account(s). You must carefully examine your statement upon receipt.

Tell us AT ONCE if you believe that an unauthorized transaction has been or may be conducted from your account(s); if you believe another person has improperly obtained your online password(s) or has transferred or may transfer money from your account(s) without authorization; or you suspect fraudulent activity on your account(s).

Call People's Credit Union at 337-393-2495 anytime, 24 hours a day, 7 days a week. A representative is available between the hours of 8:00 a.m. and 5:00 p.m. CT Monday through Friday Voice mail is available all other times; or write to Post Office Box 290 Rayne, Louisiana 70578 ATTN: Customer Service; or fax us at 337-393-2492; or visit us at http://www.sjpcu.net/contact_us.cfm

Telephoning us right away will help you reduce possible losses. Without timely notification, you could lose all the money in your designated checking, savings or other deposit accounts plus the maximum amount of credit available from your revolving line of credit account if it is used as overdraft protection.

To the extent a transaction is an electronic fund transfer from a Personal Account, the following rules apply: You can lose no more than \$50 if you notify us within two Business Days of discovering any unauthorized use of the Services or your Access Information. However, you can lose as much as \$500 if you do not notify us within two Business Days of discovering the unauthorized use and we can prove that we could have stopped the unauthorized use had we been notified. If you do not report unauthorized transactions that appear on any of your periodic statements within 60 days after such statements are mailed or electronically transmitted to you, you risk unlimited losses on transactions made after the 60 day period if we can prove that we could have prevented the unauthorized use had we been notified within this 60 day period. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section may be extended.

You agree to assist us in our efforts to recover any funds that were transferred or paid without your permission.

IN CASE OF ERRORS OR QUESTIONS ABOUT FUNDS TRANSFERS OR BILL PAYMENTS MADE THROUGH THE SERVICES

In case of questions or errors about funds transfers or bill payments made through the Services, you must do one of the following: Call us at 337-393-2495 or write to Post Office Box 290 Rayne, Louisiana 70578 ATTN: Customer Service.

With respect to any statements you receive from us that reflect transactions you performed while using the Services, if you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after we sent the FIRST paper or online statement on which the problem or error appeared.

To report an error 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.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 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 your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will 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 10 business days, we may not credit your Account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your Account for the amount you think is in error. We will tell you the results within three 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.

With respect to any bill payments made using Online Bill Pay, if we have reasonable proof, within our sole discretion, that the Payee has received your bill payment, we will not credit your account, it being understood that we are not responsible for any Payee's failure to credit your payment promptly upon receipt. We will make reasonable efforts to work with the Payee to resolve the issue on your behalf. In our investigation of any such bill payment transactions, we will request from the Payee a refund of any interest and/or fees which you may have been wrongly assessed, provided that we will have no obligation to further pursue such request if the Payee denies such request. You will be notified of the final resolution.

TERMINATION

We reserve the right to terminate this Agreement and your access to the Services, in whole or in part, at any time and for any reason. Without limiting the foregoing, if you do not access the Services and there has been no activity on any of your accounts through the Services (such as an automatic bill payment) for any consecutive 120-day period, and there is no such activity pending as of the end of such 120-day period, we reserve the right to terminate your access to the Services. If any of your checking, savings or other deposit accounts is closed due to insufficient funds or any other reason, such account will no longer appear in your online banking profile. If any other account is closed for any reason, such account may no longer appear in your online banking profile.

If you wish to terminate your ability to use Online Bill Pay or the Services as a whole (it being understood that your termination of Online Bill Pay will not terminate your ability to access and use any other part of the Services, but your termination of the Services will automatically terminate your ability to access and use Online Bill Pay), please call 337-393-2495 or send us cancellation instructions in writing to People's Credit Union, Post Office Box 290 Rayne, Louisiana 70578 ATTN: Customer Service. If you wish to reinstate your access to Online Bill Pay or the Services as a whole following any such termination (although we reserve the right not to reinstate such Services as we determine in our sole discretion), please call 337-393-2495 or send us instructions in writing to People's Credit Union, Post Office Box 290 Rayne, Louisiana 70578 ATTN: Customer Service.

Upon termination of Online Bill Pay or the Services as a whole, we will endeavor to cancel any applicable account transactions you have previously authorized, provided that we make no guarantee that we will be able to do so. You

will be solely responsible for any fees that apply to any such cancellation. Any payment(s) or other transactions that we are not able to cancel or that have already been processed before the requested termination date will be completed. Notwithstanding the foregoing, all Scheduled Payments, including without limitation recurring payments, must be voided prior to cancellation of the Online Bill Pay service. Termination shall not affect your liability or obligations under this Agreement for any transactions initiated prior to termination.

ASSIGNMENT

You may not assign this Agreement or your rights to the Services to any other party.

We may assign this Agreement to our parent corporation or to any now-existing or future direct or indirect subsidiary of our parent corporation, or to any existing or future direct or indirect subsidiary of People's Credit Union, or to any of our existent or future affiliates. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

DATA RECORDING

When you contact us, the communication or the information you provide may be recorded or otherwise retained by us or our service provider. You consent to such recording or other retention. Without limiting the foregoing, you agree that we may record the conversations our employees have with you or your agents. We do this from time to time to monitor the quality of service and accuracy of information our employees give you and to ensure that your instructions are followed.

NO WAIVER

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

LIABILITY FOR LOSS OR ERRONEOUS DATA

Without limiting any other provision hereof, you will bear the sole liability and risk of any error or loss of data, information, transactions or other losses which may be due to the failure of your Computer or third party communications providers on which you may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your Computer.

HARM TO COMPUTER SYSTEMS/DATA

You agree that we shall have no liability of any kind for viruses, worms, Trojan horses, or other similar harmful components that may enter your Computer by downloading information, software, or other materials from the Online Banking Site or any other People's Credit Union Site.

SHARING INFORMATION/PRIVACY

Please visit <http://www.sjpcu.net/privacy.cfm> for an explanation of how we may use, share and safeguard the information that we collect from you in connection with the Services, and your options regarding our use and sharing of such information.

LIMITATION OF LIABILITY; DISCLAIMERS

Except as otherwise expressly provided herein, your use of the Services is at your own risk. None of the entities comprising People's Credit Union, nor any of their respective officers, directors or employees, nor any other party involved in creating, producing, or delivering the Services is liable for any direct, incidental, consequential, indirect, punitive, or other damages of any kind arising out of your access to or use of the Services, or the inability to access or use the Services, whether caused by People's Credit Union or such other parties, online service providers, any agent or subcontractor of any of the foregoing or any other party.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WHILE PEOPLE'S CREDIT UNION MAKES EVERY EFFORT TO PROVIDE ACCURATE INFORMATION IN CONNECTION WITH THE SERVICES, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, PEOPLE'S CREDIT UNION MAKES NO WARRANTY THAT (i) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, or (ii) ANY INFORMATION CONTAINED ON, RESULTS THAT MAY BE OBTAINED FROM THE USE OF, OR OTHER ASPECT OF THE SERVICES WILL BE ACCURATE, CURRENT, COMPLETE OR RELIABLE.

Nothing contained in the Services is intended to provide legal, accounting, tax or financial advice. You should consult your own professional advisor on such matters. Information about products and services which you do not already have with People's Credit Union is provided for informational purposes only and should not be considered as an offer to make those products and services available to you.

SEVERABILITY

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

AREA OF SERVICE

Unless otherwise agreed by People's Credit Union, the Services described in this Agreement are solely offered to citizens of the United States of America.

The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No contents from the Online Banking Site or any other People's Credit Union Site may be downloaded or otherwise exported in violation of United States Law.

COLLECTION EXPENSES

If we have to file a lawsuit to collect whatever you owe us, you will pay our reasonable expenses, including attorneys' fees and court costs.

GOVERNING LAW

This Agreement is governed by and interpreted in accordance with all applicable federal laws and regulations and, as this Agreement applies to each individual account that you may access using the Services, by the state laws and regulations governing such account or the account agreement for such account.