

ACCOUNT ACCESS HOME BANKING AGREEMENT AND DISCLOSURE

INTRODUCTION:

These paragraphs explain the terms and conditions for using West Penn P & P Federal Credit Union's Internet Home Banking Services and provides certain disclosures and information to you concerning the service. Each of your accounts at West Penn P & P Federal Credit Union is also governed by the applicable account disclosure/agreement and Truth in Savings disclosure you received when you opened your account.

ELIGIBILITY:

In order to activate your account on the Internet Home Banking Service, you must maintain an account, in good standing, with West Penn P & P Federal Credit Union. To apply for our Internet Home Banking Service, you must complete the attached Application Form and return it to us.

HARDWARE AND SOFTWARE REQUIREMENTS:

To access the Internet Home Banking service, you will need a computer with a modem and Internet access. You are responsible for the setup and maintenance of your computer hardware and software. We are not responsible for deficiencies in your line quality or any other damage or problems that result from the use of the Internet Home Banking service.

ACCOUNT ACCESS: SECURITY OF ACCESS CODE

The Internet website for Home Banking Service is www.westppfcu.com. Click on the Account Access icon.

To access your accounts through our Internet Home Banking service, you will need User identification (ID) and an Internet Home Banking password. This information is requested after completing the Application attached. You will receive your instructions on how to begin using the Home Banking service in the mail. You may change your PIN at anytime.

Because your PIN and Passcode can be used to access funds in your accounts and information about your accounts, you should hold your PIN and passcode in strict confidence. You will be using more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for the safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any Joint Owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

In addition you will be prompted to choose a photo in addition to your security password.

If your PIN or passcode have been lost or stolen, notify the credit union at once. Contacting the credit union by phone at 724-774-9237 is the best way to keep your possible losses down.

AUTHORIZED USE:

Only you are authorized to perform transactions on your account through Internet Home Banking. In the event that your account(s) is held jointly with another person or persons, each joint holder of said account shall be able to exercise any and all rights and shall be jointly and severally liable for any obligations incurred under this agreement.

AVAILABLE SERVICES AND LIMITATIONS:

Members through the Home Banking Service may perform the following functions:

- Transfers – Transfer funds from savings, checking, and loan accounts
TRANSFERS FROM SHARES CAN NOT EXCEED 6 PER MONTH OR CAN NOT EXCEED THE REQUIRED MINIMUM BALANCE.
- Account Balances – Obtain balance information for savings, checking, Loans and club accounts.
- Transaction history - You may view the transaction history for any loan or share account.
- Loan payments- You may make loan payment from your checking or savings accounts
- Withdraws- you may withdraw funds from your checking or savings account
- Bill payer- make bill payments to preauthorized creditors-only if you signed up for this service
- Check search - You may search for drafts that have cleared your account. You may also list clearing by date cleared or by check number. The oldest check available will vary but dates will go back, at a minimum, of 90 days.
- Check orders - By going into the Links of the credit unions website, and clicking the Liberty emblem, you may reorder checks. We will not process checks if you no longer have a checking account with us.
- Additional services - From time to time, we will announce additional services, which are available through our Internet Home Banking. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.
- E-statements- you can sign up with receiving your statements electronically
- Mobile Banking- you may access your account via mobile (additional disclosure)
- Remote deposit- By taking images of your checks for deposit (Separate Disclosure and application required)

We may at any time, and at our sole discretion, limit or cancel the Internet Home banking Service that we offer to you. Specifically, we reserve the right to cancel access to the Internet Home Banking if services have not been used at all in a six-month time period.

Your accounts can be accessed under Home Banking via personal computer. Home Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Home banking transactions may apply:

_ The maximum withdrawal or transfer amount is \$5,000.00 per day, and no transfer or withdrawal may exceed the available funds in your account.

_ Transfer limitation – For all savings, club, and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, drafts, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed

FEES PER ACCOUNT NUMBER:

Reissue or New Passcode card: \$5.00

Transfer limitation Fee (over 6): \$4.00 per day

West Penn P & P Federal Credit Union reserves the right to charge fees for this service, but at the present no fee is charged. However, we do reserve the right to do so in the future and will provide 30 days advance notice to all users through the system or mail.

Your Internet service provider (ISP) probably charges you a fee to access the Internet via its server. We have no control over ISP related fees.

BUSINESS DAY:

Our business days are Monday through Friday. Holidays are not included.

Hours: 8:30 AM to 5:00 PM

OPERATING SYSTEMS AND SECURITY:

Our Internet Home banking site is designed to operate using World Wide Web technologies and protocols, which are adaptable to a wide range of systems. The credit unions home banking server uses 128-bit encryption SSL protection through a secured server.

Administration does not have access to view specific members account information. User PINs may only be reset to a default setting, the default is the last six digits of the account holder's social security number. You can inform the credit union by e-message or phone. The employee will inform you of the reset password and you will be prompt to change and confirm your reset password. All proper security procedures will be followed when you notify the credit union of your password needing reset.

PRIVACY:

Our home banking database is a private system operated for the exclusive use of our members. We use the SSL encryption and digital server authentication to insure the privacy of your information when sending data between our home banking server and your PC.

The server logs all home banking logins. For authenticated members who use home banking, we collect and store certain information such as how often you visit the home banking section, dates and times of visits and which pages are being used. We use this information for internal review and product evaluation only. We never sell, transfer or trade this information unless we are compelled to do so by law.

We may gather and store additional information available to us on failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies and law enforcement officials as we see fit.

LIABILITY FOR UNAUTHORIZED TRANSFERS:

Tell us AT ONCE if you believe your password/PIN/passcode has been lost or stolen. Calling 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 believe that your password/Pin has been lost or stolen, and you tell us within two business days after you learn of the loss of theft, you can lose no more than \$50 if someone used your password/PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your password/PIN, and we can prove we could have stopped someone from using your password/PIN without your permission if you have told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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 may extend the time period.

If you believe that your password/PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission,

Call:724-774-9237

Or write:

West Penn P & P Federal Credit Union
1089 Third Street
PO Box 398
Beaver, PA 15009

LIABILITY FOR FAILURE TO MAKE TRANSACTIONS:

If we do not complete a transfer or transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages; however, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do have enough collected funds in your account to complete the transaction.
2. If the Internet home banking system was not working properly and you knew about the breakdown when you started the transaction.
3. If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
4. If your account has been closed.
5. If the password/PIN/passcode card being used has been reported lost or stolen.
6. There may be other exceptions stated in our agreement with you.

We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or the home banking service. Nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

STATEMENTS:

The credit union will mail you a statement of your accounts at the end of each month if you have a share draft account (checking) or at the end of each quarter for all share (savings) accounts.

The member also has the option of signing up for Electronic Statements:

Federal legislation allows West Penn P&P FCU members to sign up for products and services, and complete transactions online with their electronic signatures. By providing your consent in the manner set forth in West Penn P&P FCU's agreement to receive electronic communications disclosure, completing your authorization form on the account access home page, under e-statements, read disclosure, then click "I accept" you then will be ask to enter the e-mail address and to confirm it. Read the notice carefully and print a copy for your records. **Acrobat Reader 9.0 or higher is required.**

Disclosures to you by West Penn P&P FCU

West Penn P&P FCU makes these disclosures to you prior to asking you for your consent. When you signed up for the account access service. You may express your consent below to use electronic records for providing or making available to you information pertaining to your account. This disclosure and consent follows the guidelines established under Section 101© of the U.S. Electronic Signatures in Global and National Commerce Act (E-Sign), codified at 15 U.S.C. section 7001 et seq., and also those established by the Electronic Transactions Act of the Commonwealth of PA.

By signing up for this electronic statements you have agreed to the following:

1. You will no longer receive a paper statement
2. History of electronic statements are viewable for a period of 1 year
3. Official copies of the statements require acrobat Reader 9.0 or higher
4. If you wish to receive a paper copy of your statement, or to turn electronic statements off, you will need to contact the credit union.
5. Contact: West Penn P&P FCU 1089 Third Street, PO Box 398 Beaver, PA 15009 or call Main office 724-74-9237
6. The credit union reserves the right to terminate this agreement at any time
7. You will receive an e-mail prior to activation to confirm via an attachment

When your e-statement is available for viewing in Home Banking, West Penn P&P FCU will attempt to notify you that your statement is available for viewing, through the e-mail address you have provided West Penn P&P FCU. If an e-mail notice is returned to West Penn P&P FCU as undeliverable, West Penn P&P FCU may discontinue sending e-statements and may revert to sending you paper copies of your statements.

Our Liability

West Penn P&P FCU will not be responsible for any loss, damage or injury whether caused by the equipment, software and/or the Home Banking Service, nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or Home Banking, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability. We also accept no responsibility for your e-mail address or for anyone accessing your e-mails.

ERRORS AND QUESTIONS:

In case of errors or questions about your electronic transfers, telephone us at 724-774-9237 or write us at West Penn P & P Federal Credit Union PO Box 398 Beaver, PA 15009, as soon as you can. We must hear from you no later than sixty (60) days after you learn of the error. You will need to tell us:

- Your name and account number
- 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.

- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we decide to do this, we will re-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. We may take up to 45 days to investigate your inquiry. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not re-credit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

ACCOUNT INFORMATION DISCLOSURE:

Information concerning your share Draft, share or loan accounts will be given to third parties only:

1. In order to comply with the order of a government agency or court or:
2. If you give your written permission.

AMENDMENTS:

From time to time, we may amend this agreement. If any amendment results in greater cost or liability to you or stricter limitations on the frequency or dollar amounts of transfer, we will give you at least 21 days notice by mailing a copy of the amendment to you at your most recent address shown on our records.

Application Procedure

Please complete the application form as instructed. Sign and return it to your branch or address listed below. You will receive a welcome packet, which includes instructions for use of the service and your security code.

**Return to: West Penn P & P Federal Credit Union
1089 Third Street
PO Box 398
Beaver, PA 15009**

West Penn P&P FCU is federally insured by the National Credit Union Administration and we are an Equal Opportunity and Housing Lender 724-774-9237

APPLICATION

YES, I want convenient Internet access to my credit union accounts.

I wish to request **West Penn P & P Federal Credit Union** Account Access Home Banking Services as follows:

Your Information

Social security number # _____

Please check one: Mr. Mrs. Ms.

First Name _____

Last Name _____

E-mail address: _____

Joint Account Owner Information (if applicable)

Social Security number# _____

First Name _____

Last Name _____

Street Address _____

City _____ State _____

Zip Code _____ Home Phone _____

Work Phone _____

Mother's Maiden Name _____

Home Banking Account(s)

Your name must be on the account(s). Check box if it is a joint account.

Account # _____ Joint Acct.

Account # _____ Joint Acct

Account # _____ Joint Acct

AUTHORIZATION

You desire to subscribe to the services and authorize us, and any third party acting on our behalf, to serve as your agent in processing payments to targeted Merchants and/or transfers to and from targeted accounts pursuant to your payment and/or transfer instructions. You authorize us to post such payment and/or transfer to your designated account(s). You understand that we may not make certain payments and/or transfers if sufficient funds are not available in your designated account. This authorization is in force until revoked by you or us in writing and is subject to the **Service terms and conditions** (a current copy of which will be furnished to you) as amended from time to time.

Signature: _____ Date: _____

Signature: _____ Date: _____

(Required when joint accounts are specified)