

Membership and Account Agreement

This Membership and Account Agreement addresses the rights and responsibilities concerning Accounts the Credit Union offers to its members. In this Agreement, the words “I,” “my,” “you,” “your” and “yours” mean anyone who signs an Account Card or Account Change Card. The words “we,” “us,” and “our” mean the Credit Union. The word “Account” means any one or more share or other Accounts you have with the Credit Union. Your Account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Rate and Fee Schedule, and any Account Receipt accompanying this Agreement, and the Credit Union’s Bylaws and policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts.

1. How do I join the Credit Union?

To join the Credit Union you must meet the membership requirements. A member can be an individual, corporation, partnership, trust or other organization. A member must purchase and keep at least one (1) share (“membership share”) in the Credit Union at all times. The cost of one share is set forth in our Bylaws which are available for your review upon request. Before you can join the Credit Union, we must be able to determine your eligibility by reviewing your credit or obtaining your employment history. Typically, detailed reviews are used only to verify your eligibility for services you request such as a loan. Upon your request, we will give you the name and address of each agency from which we obtain a credit report regarding your Account.

2. What types of Accounts does the Credit Union offer?

Single Party Accounts. A single party Account is an Account owned by one member qualified for credit union membership.

What will happen to my single party Account if I die? The funds in your Account pass on your death to your estate or, if so designated, to a trust beneficiary, subject to applicable law and other provisions of this Agreement. State law may also permit a surviving spouse or next of kin to withdraw a limited amount after a certain period has passed following the member’s death.

Multiple Party Accounts. A multiple party Account is an Account owned by two or more persons. A nonmember can become a joint owner of a multiple party Account with a member.

Who will own the multiple party Account if I die? Unless you tell us otherwise on the Account Card, all sums in the Account will pass to the surviving owner(s) of the multiple party Account. If you die leaving an unsatisfied debt that is subject to a Credit Union statutory lien, or you have given any security interest or pledge to the Credit Union, the Credit Union may exercise its right to satisfy the debt even if a surviving owner does not consent to it. For a multiple party Account without rights of survivorship, (i.e., if the joint owner has died) the deceased owner’s interest passes to his or her estate as if it were a single party Account. If the multiple party Account is shared with a nonmember, we may be required to close the Account upon the death of the member-owner unless the nonmember qualifies and establishes membership in the credit union.

Who controls the multiple party Account? Any owner that has signed the Account Card is authorized to act for any other owner(s) and may instruct us regarding transactions and other matters dealing with the multiple party Account. Each owner guarantees the signature of any other owner(s). Any owner may, for example, withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an Account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the Account and require a court order or written consent from all owners to act.

Who is responsible for any debts incurred on a multiple party Account? The owners, jointly and severally, of a multiple party Account are liable to us for the amount of any

returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any Account owner is indebted to us, we may enforce our rights against any Account of an owner or all funds in the multiple party Account regardless of who contributed them.

4. What other disclosures do I need to best understand my Credit Union Account?

The following is a list of additional credit union Account disclosures that are made part of your membership application in this Credit Union. These disclosures are in addition to this Agreement and are required by law.

- Truth in Savings
- Initial Disclosure of Terms and Conditions of Electronic Funds Transfers
- ATM/Debit Cardholder Agreement (if applicable)
- Availability of Funds
- Your Right to Privacy

5. Can a minor child open an Account?

Yes. However, we may require any Account established by a minor child to be a multiple party Account with an adult owner. This is because many states do not allow minors to sign enforceable contracts. The adult owner shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such Account. We may pay funds directly to the minor without regard to his or her age. If you are the guardian or parent of the minor, you must be a joint Account owner with the minor child in order to access that Account. We have no duty to inquire about the use or purpose of any transaction. We will not change the Account status when the minor reaches the age of majority, unless authorized in writing by all Account owners.

6. What is a Uniform Transfers/Gifts to Minors Account and can I establish such an Account in the Credit Union?

Yes. A Uniform Transfers/Gifts to Minors Account (UTMA/ UGMA) is an individual Account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor, to whom the gift is made, is the beneficiary of the custodial property in the Account. The custodian has possession and control of the Account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the Account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the Account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

7. Can I designate an agent to conduct transactions on my Account?

Yes. If you designate an agent on your Account, you are authorizing another person to make transactions as your agent for the Accounts designated. An agent has no ownership interest in the Account(s) and has no Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

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8. Are there any requirements or limitations on the deposits I make?

Yes. Although funds may be deposited to any Account, they must be made in any manner approved by the Credit Union in accordance with this Agreement and the Rate and Fee Schedule.

Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your Accounts if they are made payable to, or to the order of, one or more Account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

- **Collection of Items.** We act only as your agent and are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your Account.
- **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your Account are provisional until we receive final payment. If final payment is not received, we may charge your Account for the amount of such items or ACH transfers and impose a return item charge on your Account. Any collection fees we incur may be charged to your Account. We reserve the right to refuse or return any item or funds transfer.
- **Direct Deposits.** We may offer preauthorized deposits, such as payroll checks, Social Security or retirement checks, or other government checks, or transfers you authorize from other Accounts. You must authorize each direct deposit or transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. If you file for bankruptcy, we will continue making direct deposits unless you cancel that authorization. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your Account, we may deduct the amount returned from any of your Accounts, unless prohibited by law.
- **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your Account on the next business day.

9. Who has access to my Account?

You and other persons you authorize. Your signature on the Account Card authorizes your Account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your Account number even if you do not authorize a particular transaction.

10. How is my Account accessed?

- **Access Options.** You may withdraw or transfer funds from your Account(s) in any manner we permit such as in person, at an automated teller machine, by mail, by auto-

matic transfer, online, or by telephone. We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power of attorney and may restrict Account withdrawals or transfers. We are under no obligation to honor any power of attorney.

- **ACH & Wire Transfers.** If we provide the service, you may initiate or receive credits or debits to your Account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your Account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by Account or identifying number. The Credit Union (and other institutions) may rely on the Account or other identifying number as the proper identification even if it identifies a different party or institution.
- **Internet Banking/ Bill Payer Services.** I/We may request electronic access by any means possible including, but not limited to, Internet Banking and Bill Payer Services.

11. Does the Credit Union have to follow any special instructions I put on a draft or check?

No. Because we typically do not personally examine each and every draft or check, we may disregard information on any draft or check, such as obligations between you and another party, other than the signature of the drawer, the amount and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

12. How do I learn the rates and fees for Credit Union Accounts?

Account rates and fees against your Account are set forth in the Rate and Fee Schedule. You can obtain this schedule from us. We may change the Rate and Fee Schedule at any time and will notify you as required by law. You may also check rates and fees by visiting the credit union web site at www.energycreditunion.org.

13. Are there any restrictions to withdrawals I make on my Accounts?

Yes. Withdrawals are permitted only if your Account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfer or payment orders, which are drawn against insufficient funds, may be subject to a service charge set forth in the Rate and Fee Schedule. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between Account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the Account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

14. Are there any limits on the number of transfers I may make between my Accounts?

Yes. For share savings and money market Accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephone, or audio response transfers to another Account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers to a third party by check or debit card. A pre-authorized transfer includes any arrangement with us to pay a third party from your Account upon oral or written orders including orders received through the automated clearing house (ACH). You may make unlimited transfers to any of your Accounts or to

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any Credit Union loan Account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your Account.

15. How can I learn the terms of any time deposit or certificate Accounts I have with the Credit Union?

Any time deposit, term share, share certificate, or certificate of deposit Account allowed by state law (Certificate Account), whichever we offer, is subject to the terms of this Agreement, and the Rate and Fee Schedule and Account Deposit Receipt.

16. How will the Credit Union handle any overdrafts to my Account?

- What is an overdraft? You overdraw your Account on any day when the funds in your share draft Account are not sufficient to cover drafts, fees or other items posted to your Account. In many jurisdictions, it is a crime to knowingly issue a check or draft without sufficient funds.

- What is my liability to Credit Union for overdrafts?

All overdrafts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient Account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the Account required. We do not have to notify you if your share Account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your Account may be subject to a charge as set forth in the Rate and Fee Schedule. We, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your Account, you agree to pay the overdrawn amount immediately.

We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

- Can I avoid an overdraft situation if I don't have sufficient funds in my Account? Yes. If we have approved an overdraft protection plan for your Account, we will honor drafts drawn on insufficient funds by transferring funds from another Account under this Agreement or a loan Account, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth on the Rate and Fee Schedule. This Agreement governs all transfers, except those governed by agreements for loan Accounts. You may still overdraw your Account if your withdrawals exceed available funds in other Accounts or the amount available from a loan Account established as overdraft protection.

17. What happens if I write a postdated check or draft to someone?

We may pay any draft without regard to its date unless you notify us of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice. Your notice must accurately describe the draft, including the exact number, date, and amount. You understand that exact information is necessary for the Credit Union to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable.

18. What happens if I write a check or draft on my Account and it is not cashed for six months or more?

We do not have to pay a check or draft, other than a certified check, that is more than six (6) months past its date.

19. Can I stop payment on any check or draft that I write?

Yes. You may instruct us to stop payment on checks or drafts that you have written. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us.

a. How do I ask the Credit Union to stop payment? You may request a stop payment order on any draft drawn on your Account. To be binding, your order must be dated, signed, and describe the Account and draft number and the exact amount of the draft. The stop payment will be effective if the Credit Union receives the order in time to stop payment. You understand that exact information is necessary for the Credit Union to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to stop payment, 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.

b. How long is my stop payment order effective? An oral stop payment order will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

c. What is the Credit Union's liability for following my stop payment order? None. We will charge your Account for stop payment orders as set forth on the Rate and Fee Schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including 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.

20. What is the Credit Union's liability for failing to complete my transactions?

If we do not properly complete a transaction according to your instructions under this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your Account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your negligence or the negligence of another financial institution; or (4) your Account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, federal reserve regulations and operating letters, clearing-house rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the Account and the terms of this Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

21. Can the Credit Union impress a lien against my Account?

Yes. If you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the Account funds in any Account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your Accounts and we may use the funds from your Accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All Accounts are non-assignable and non-transferable to third parties.

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22. How will the Credit Union treat any lawsuits brought against me involving my Account?

If any legal action is brought against your Account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your Account without notice, unless prohibited by law. Any legal process against your Account is subject to our lien and security interest, if any.

23. What information does the Credit Union disclose about me to third parties?

Generally, Credit Union will not disclose Account information to third parties except when: (1) it is necessary to complete a transaction you have authorized; (2) the third party seeks to verify the existence or condition of your Account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you consent. You should review the Credit Union's privacy notice for more information.

24. Must I notify the Credit Union of any address or name change?

Yes. You must notify us of any address or name changes. We are only required to attempt to communicate with you at the most recent address you have provided to us. We only accept written notices of a change in address. If we attempt to locate you because you have not provided us with a current address, we may impose a service fee as set forth on the Rate and Fee Schedule. Any written notice you give us is effective when we receive it.

25. Will the Credit Union notify me of changes to this or any other agreements?

Yes. We may change the terms of this Agreement unless prohibited by law. We will notify you of any changes in terms, rates, or fees as required by law. Typically, a notice of any change will be mailed to you with your Account statement. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any Account owner is considered notice to all Account owners.

26. What if I give the Credit Union an incorrect social security or taxpayer identification number?

Your failure to furnish a correct social security or taxpayer identification number (TIN) or meet other requirements may result in backup withholdings. If your Account is subject to backup withholdings, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your social security or TIN, we may suspend opening your Account, or, if applicable, you may request that we open a non-dividend or non-interest bearing Account until a TIN is provided.

27. What responsibilities do the Credit Union and member have regarding Account statements?

If your Account is one for which we provide a periodic statement, you will receive a periodic statement of transactions and activity on your Account during the statement period. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party Account. For share draft or checking Accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. A charge as set forth on the Rate and Fee Schedule may be required to obtain a copy of your draft or check. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the state-

ment. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your Account unless you notify us in writing within the above time limit for notifying us of any errors.

- What happens if I don't review my Account statement? You are responsible for promptly examining each statement and reporting any irregularities to us. We are not responsible for any forged, altered, unauthorized or unsigned items drawn on your Account if: (1) you fail to notify us within thirty (30) days of the mailing date of the earliest statement of any forgery, alteration or unauthorized signature on any item described in the statement; (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine; or (3) after one year from the earliest statement.
- What if I do not receive a statement? If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.
- What if want my statement to be sent to me electronically? If the Credit Union provides electronic delivery of statements, you will be required to provide consent to electronic delivery using the Credit Union's internet branch or other method, if applicable. If you receive an electronic statement, you must review your Account statement in the timely manner as stated above as if we sent a paper statement to you by mail.

28. What happens if I stop conducting transactions on my Account?

If your Account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Rate and Fee Schedule during which we have been unable to contact you by regular mail, we may classify your Account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the Rate and Fee Schedule for maintaining your inactive Account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another Account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the Account funds to an Account payable and to suspend any further Account statements. If a deposit or withdrawal has not been made on the Account and we have had no other sufficient contact with you within the period specified by state law, the Account will be presumed to be abandoned. Funds in abandoned Accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

29. How will the Credit Union treat any special Account instructions such as trusts, wills and court-ordered Account arrangements?

You may request that we facilitate certain trust, will, or court-ordered Account arrangements. However, because we do not give legal advice, we cannot counsel you as to which Account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any Account owner, such as adding or closing an Account or service, must be evidenced by a signed Account Change form and accepted by us. You should also determine in advance whether any special Account arrangements affect the federal share insurance on that Account.

30. How is an Account terminated?

The Credit Union may terminate your Account at any time and without notice to you or we may require you to close your Account and apply for a new Account if: (1) there is a change in owners or authorized signers; (2) there are no members on the Account;

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Energy@Home through the Internet Disclosure

Please read this Agreement carefully before accessing or using these services. By accessing or using these services, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use these services. You also agree that anyone you share your user id and password with, shall be considered an Authorized User, with authority to perform all transactions relating to your account(s) through Online Banking and Bill Payer (if service has been requested), and that if you sign up for Online Banking and Bill Payer, it will not be deactivated until you notify the credit union in writing at: Energy Credit Union, Attn: Internet Banking, 156 Spring Street, West Roxbury, MA 02132. Telephone: 617.325.1999

Energy@Home

AGREEMENT AND DISCLOSURE

This Energy@Home Agreement and Disclosure ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Energy@Home services offered to you by ENERGY Credit Union ("Financial Institution"). The Energy@Home service permits you to electronically initiate account transactions involving your accounts and communicate with the Financial Institution. In this Agreement, the words "you", "your" and "yours" mean those who request and use Energy@Home, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean the Energy Credit Union. The word "account" means any one or more accounts you have with Energy Credit Union. By requesting and using the Energy@Home service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

Energy@Home SERVICE.

Account Access. With approval from the Credit Union, you may use your personal computer to access your accounts. You must use your user id and password to access your accounts. The Energy@Home service is accessible seven (7) days a week, twenty-four (24) hours a day through your Internet Service Provider. You will need a personal computer and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of any software and your computer. Energy Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or your computer.

Types of Transactions. At the present time, you may use the Energy@Home service to:

- Transfer funds between your checking and savings and to your club and loan accounts.
- You can access the accounts that were designated when you signed up for this service.
- You also may be able to add additional accounts if they are available by contacting your branch. In addition, you can set up accounts at other financial institutions by adding them as bill payments.
- Review account balance and transaction history for any of your checking, savings or loan accounts.
- Download your account information to financial management software programs like Quicken? Or Microsoft? Money, if applicable. (see the Help Section for further details and download information)
- Make bill payments to a person or business (payee), review bill payment history and make scheduled bill payment changes.
- Conduct other transactions permitted by Energy Credit Union.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your account agreement and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable.

Service Limitations. The following limitations on Energy@Home transactions may apply in using the services listed above:

a. Transfers. You may make funds transfers to other accounts of yours as often as you like. However, transfers from a money market account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. Energy Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

b. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

c. E-Mail. Energy Credit Union may not immediately receive E-mail communications that you send and Energy Credit Union will not take action based on E-mail requests until Energy Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact Energy Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call Energy Credit Union at the telephone number set forth in the Liability for Unauthorized Access section.

d. Bill Payments. You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either periodic and nonrecurring (i.e. payments on merchant charge accounts that vary in amount, periodic bill payments) or automatic and recurring (i.e. fixed monthly mortgage payments, "automatic bill payments".) When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from the account you designate. You can pay virtually anyone in the United States -- from national bank cards, mortgage companies, auto loans, and department stores to the newspaper carrier. Payees that are not eligible for payment through this service include governmental agencies, including but not limited to, the Internal Revenue Service, all state and local tax authorities, collection agencies, as well as recipients of court-ordered payments like child support or alimony. However, payments to government agencies for utilities such as water are permitted. Also not eligible for payment are any organizations or individuals outside of the United States. Energy Credit Union will not process any bill payment transfer if the required transaction information is incomplete. If there are insufficient funds in your account to make the bill payment request, the bill will not be paid. Energy Credit Union reserves the right to refuse to process payment instructions that reasonably appear to Energy Credit Union to be fraudulent or erroneous. Energy Credit Union will withdraw the designated funds from your account for the bill payment transfer by midnight on the date you schedule for payment. Energy Credit Union will process your bill payment transfer within one (1) business day on the date you schedule for payment.

It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions through Energy@Home at least six (6) days before a bill is due. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization. You may cancel or stop payment of periodic and automatic bill payment instructions under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a periodic or automatic bill payment you have already scheduled for transmission through Energy@Home, you may electronically edit or cancel your payment request through Energy@Home. Your cancellation request must be entered and transmitted through Energy@Home before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment. If you wish to place an oral stop payment on an automatic bill payment transaction not using Energy@Home,

CONTINUED ON THE NEXT PAGE.



Energy@Home through the Internet Disclosure CONTINUED FROM THE PREVIOUS PAGE.

the Financial Institution must receive your oral stop payment request at least three (3) business days before the next payment is scheduled to be made. You may call the Energy Credit Union at the telephone number set forth in the Liability for Unauthorized Access section to request a stop payment. If you call, the Energy Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call and Energy Credit Union may charge a fee for each request. If you place an oral stop payment request at least three (3) business days before the payment is scheduled, and we fail to stop the payment, we will be liable for your actual losses or damages.

SECURITY OF USER ID AND PASSWORD. The user id and password you have selected is for your security purposes. They are confidential and should not be disclosed to third parties or recorded. You are responsible for their safekeeping and you agree not to disclose or otherwise make them available to anyone not authorized to sign on your accounts. If you authorize anyone to use them, that authority shall continue until you specifically revoke such authority by notifying the Energy Credit Union. If you fail to maintain the security of your user id and password and Energy Credit Union suffers a loss, we may terminate your Energy@Home and account services immediately.

LIABILITY FOR UNAUTHORIZED ACCESS. You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use the Energy@Home service or your user id and password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your user id and password or accessed your accounts through Energy@Home without your authorization. Telephoning is the best way of keeping your possible losses down. You can lose no more than fifty dollars (\$50.00) if you fail to give us notice of the unauthorized use of your account or user id and password. In any event your liability for unauthorized line of credit transactions through Energy@Home is fifty dollars (\$50.00).

Also, if your statement shows Energy@Home transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days (60) if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that someone has used your user id and password or has transferred or may transfer money from your account without your permission, call Energy Credit Union at:

(617) 325-1999
M, T, W, Th, F 7:00 am - 4:00 pm

Or write the Financial Institution at:

Energy Credit Union
156 Spring Street
West Roxbury, MA 02132

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

FEES AND CHARGES. There are certain charges for Energy@Home services as set forth on the Financial Institution's Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.

MONTHLY STATEMENTS. Transfers, withdrawals, and bill payments transacted through Energy@Home will be recorded on your monthly statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

ACCOUNT INFORMATION DISCLOSURE. We will disclose information to third parties about your account or the transfers you make:

- For verification of the condition and existence of your account for a credit bureau or merchant;
- To persons authorized by law in the course of their official duties;
- To our employees, auditors, service providers, attorneys, or collection agents in the course of their duties;
- Pursuant to a court order or lawful subpoena;
- To a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws; or
- By your written authorization which shall automatically expire 45 days after our receipt of same.

ENERGY CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, Energy Credit Union will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- If you used the wrong user id and password or you have not properly followed any applicable computer, Internet Access, or Financial Institution user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or the Energy@Home service was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given Energy Credit Union complete, correct and current instructions so Energy Credit Union can process a transfer or bill payment.
- If the error was caused by a system beyond the Energy Credit Union's control, such as your Internet Service Provider.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- If Energy Credit Union makes a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
- If there are other exceptions as established by the Energy Credit Union from time to time.

PAYMENT GUARANTEE. If a properly scheduled payment is not received and posted on time by the payee, we will attempt to have any late fees or assessed finance charges removed. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your account noted appropriately to ensure that the situation does not negatively impact your credit rating

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Send On" date no later than July 1st.)

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2. The payment was not made to an excluded payee:

- Unprocessed payments due to debit failures
- Payments to settle securities transactions
- Payments to payoff special or delayed financing for purchases
- Payments to credit counseling agencies who pay creditors on your behalf

3. The payment was not made to a prohibited payee. Payments to the following payees are not permitted through this service:

- Payments to payees outside of the United States
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection agencies

4. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).

TERMINATION OF SERVICES. You agree that we may terminate this Agreement and your use of the Energy@Home services if you or any authorized user of your account or user id and password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or user id and password.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

NOTICES. The Financial Institution reserves the right to change the terms and conditions upon which this service is offered. Energy Credit Union will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of the Energy@Home service is subject to existing regulations governing your accounts and any future changes to those regulations.

BILLING ERRORS. In case of errors or questions about your Energy@Home transactions, telephone us at the phone number or write to us at the address set forth above in the Liability for Unauthorized Access section as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction 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 ten (10) business days. We will determine whether an error occurred within ten (10) calendar days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) calendar 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 ten (10) business days, we may not credit your account.

We will send you a written explanation within three (3) days. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) calendar days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country, {or} occurred within thirty (30) days after the first deposit to the account was made, {or is a point of sale debit card transaction,} the applicable time period for action shall be ninety (90) calendar days in place of forty five (45) calendar days.

ENFORCEMENT. You agree to be liable to Energy Credit Union for any liability, loss, or expense as provided in this Agreement that Energy Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Financial Institution to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the Commonwealth of Massachusetts where you opened your account, and the Bylaws of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

E Sign Act Disclosure and Energy Credit Union Banking Agreement and Electronic Funds Transfer (EFT) Disclosure

E-Sign Act Disclosure

The Electronic Signatures in Global and National Commerce Act (E-Sign Act) requires your consent to receive electronically the Energy Credit Union Online Banking Agreement and Electronic Funds Transfer (EFT) Disclosure before proceeding with establishing Energy@Home Online service.

By clicking the "I Accept" button at initial registration, you are consenting to receiving these disclosures electronically for this request. Your consent pertains to this transaction only and does not include any other disclosures the credit union may need to provide you.

You do have the right to receive a paper version of these disclosures and may contact us by e-mail to request a paper copy. If you do not want to consent to electronically receiving Energy Credit Union Online Banking Agreement and Electronic Funds Transfer (EFT) Disclosure, you should exit the registration form, and visit one of our branches.

Please take a few minutes to read this User Agreement upon initial registration. When you're ready, click the "I accept" button to start enjoying the convenience and financial security of Energy@Home.

Membership and Account Agreement CONTINUED FROM THE PREVIOUS PAGE.

(3) there has been a forgery or fraud reported or committed involving your Account; (4) there is a dispute as to the ownership of the Account or of the funds in the Account; (5) any share drafts are lost or stolen; (6) there are excessive returned unpaid items not covered by an overdraft protection plan; (7) there has been any misrepresentation or any other abuse of any of your Accounts; or (8) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party Account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party Account. We are not responsible for payment of any draft, withdrawal, or other item after your Account is terminated, however, if we pay an item after termination, you agree to reimburse us. The Credit Union may be entitled to additional rights over Accounts pursuant to any loan agreements with a member.

31. How is Credit Union membership terminated?

You may terminate your membership by giving us notice. We may deny services or expel you for any reason allowed by applicable law, including causing a loss to the Credit Union. Termination of membership does not affect existing obligations you may have to the Credit Union.

32. What happens to ongoing transactions if the Account owner dies?

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an Account until we are notified of a member's death. Once we are notified of a member's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of (10) days after that date unless we receive instructions from any person claiming an interest in the Account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's Account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account owner.

33. What happens if any portion of this Agreement is found invalid or unenforceable?

If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

34. How can the Credit Union recover against a member that causes a loss for failing to follow this Agreement?

You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your Account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

35. What law governs this Agreement?

This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement may be brought in the county in which the Credit Union is located.

36. What happens in the event of an emergency or disaster?

Business Continuity/DR Financial Limits Policy: The credit union has established the following procedures to be followed during the recovery period following a disaster. These

procedures are necessary to ensure that funds are available to all members who need them and the credit union is able to maintain its financial stability and maintain vital services. These procedures may be individually overridden, in writing, and signed by the chief executive officer and the chairperson of the board of directors.

Fund Withdrawals and Share Drafts (Checks): The maximum amount of cash that can be withdrawn from a member's account will be limited to \$200.00 per day. (This amount will not exceed the actual balance of the account(s) of the member). The maximum withdrawals allowed per day will be one (1) per account, per member (joint accounts will count as one). The maximum amount for which a personal check (share draft) will be cashed from an individual account is limited to \$200.00 (this amount will not exceed the actual balance of the member's account). Payroll checks may be deposited. If deposited, the amount of cash given back will be \$200.00 (joint accounts will count as one).

Account Handling: Members may not close an account following an emergency for at least 30 working days after the disaster. Until the system can be recovered to handle transactions, account balances will be maintained manually. Share balances may not be made available to members at the time of a deposit until the system is fully operational. Statements will only be issued after the credit union is fully operational.

Transmissions: Automated clearinghouse (ACH) transmissions will be postponed until the Hot-Site is operational and current credit union data is available. Automated teller machine (ATM) transmissions will be postponed until the Hot-Site is operational and credit union data is available. Share Draft transmissions will be postponed until the Hot-Site is operational and current credit union data is available. Internet Banking will be postponed until the Hot-Site is operational and credit union data is available. Optical System will be postponed until the Hot-Site is operational and current credit union data is available.

Stand Alone Systems: Web site will remain operational and utilized to communicate with membership and community. ACH and Share Draft returns will be handled via fax until the Hot-Site is operational and credit union data is available.

Loan Handling: Until the Hot-Site is operational, interest on loans will be postponed. Loan payments will be accepted in the form of: Share Draft (to limit of amount in the account), transfers from Share Account, personal check, cash, ACH (once it is operational), and HFS (once it is operational). Loan inquiries/balances may not be made available to members at the time of a loan payment until the Hot-Site is operational. Loan proceeds will be disbursed on collateral loans. Loan proceeds will be disbursed on share-secured loans. (These proceeds are limited to \$200 cash.) Loan proceeds will be disbursed on unsecured loans. (These proceeds are limited to \$200 cash.) Repayment schedules will remain the same during the recovery period.

Share Certificates: Proceeds from maturing Share Certificates will be disbursed during the recovery period and are limited to \$200 cash.

Member Contact: Member contact will be limited to: in-person at the teller window, over the telephone (when service is recovered), by ATM Networks, by Web site and HFS.

Backup Operations: Data backups will be performed by Hot-Site nightly until the credit union is fully functional. Backup data will be stored nightly, off-site, from the vendor Hot-Site.

Fees, Fines, and Delinquency Reporting: Late fees and fines will not be assessed until the credit union is fully operational. Delinquency reporting will not be addressed or reported until the credit union is fully operational. ATM foreign fees will not be assessed until the credit union is fully operational.

Other Procedures: All procedures noted above are contingent upon the severity of the disaster, and exceptions and/or overrides will be considered during the recovery period.



Addendum to Energy@Home Agreement and Disclosure - Mobile Remote Deposit Services

This Addendum to Energy@Home Agreement and Disclosure (this “**Addendum**”) applies to the Mobile Remote Deposit Service (the “**Service**” or “**Mobile Deposit**”), which is part of the Mobile Banking Service offered through Energy Credit Union (“**ECU**”). The terms “**ECU**” and “**Processor**” may be used interchangeably when used in relation to any services performed by ECU or by a processor on behalf of ECU with respect to the Service. This Addendum shall be considered as part of the Mobile Banking Services Agreement (“**Agreement**”) and supplements our Membership and Account Agreement, and it applies specifically to the Service available to you under this Addendum. Terms defined in the Agreement shall have the same meaning in this Addendum, unless otherwise stated below. In the event of a conflict between this Addendum and the Account Documentation, this Addendum will govern with respect to the Service and your use of the Service.

1. Service. The Service is designed to allow you to make deposits of paper checks (“**Original Checks**”) to your checking or savings accounts with ECU (“**Mobile Deposit Accounts**”) from home or other remote locations by using your camera-enabled Mobile Device to capture images of the Original Checks and transmitting the digital images and associated deposit information (“**Images**”) to us or our Processor with your Mobile Device.

2. Eligibility. The Service is available for personal or consumer members of ECU. The Service is for member’s personal, family or household use only and not for business or commercial purposes.

3. Enrollment. You must be enrolled in the Mobile Banking Services to enroll in Mobile Deposit. You may enroll for Mobile Deposit simply by logging in to the Mobile Banking Services and selecting the Deposits icon.

4. Acceptance of Terms. By clicking the “I Agree” button at the conclusion of this Addendum, or by using or continuing to use the Service, you agree to this Addendum.

5. Charges for the Service. You agree to pay for the Service in accordance with our current deposit account schedule of fees (the “**Schedule of Fees**”), as amended from time to time. We will advise you of any fee changes prior to implementing them as required by applicable law. You authorize us to automatically charge your primary checking account for all such fees incurred in connection with Mobile Deposit. In the future, we may add to or enhance the features of the Service. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Fees.

6. Deposit Limits. ECU may establish limits on the dollar amount and/or number of items or deposits from time to time. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times. Currently, Mobile Deposits are limited in amount to \$5,000.00 per calendar day.

7. Eligible Items. You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC (“**Reg CC**”). You agree that the Image of the check that is transmitted to ECU (each such check and other item is referred to in this Addendum as a “**Check**” and, if more than one, “**Checks**”) shall be deemed an “**item**” within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You also acknowledge and agree that Mobile Remote Deposits that you make using this Service are not “**Electronic Fund Transfers**” as that term is defined in Federal Reserve Board Regulation E.

You further agree that you will not use the Service to deposit any Checks or other items (considered ineligible or “**Prohibited Checks**”) that:

- are payable to any person or entity other than yourself or otherwise to the owner of the account that the item is being deposited into,

- are prohibited by Energy Credit Union’s then current procedures pertaining to the Service or are in violation of any law, rule or regulation,
- you know or suspect, or should know or suspect, are altered on the front of the item, fraudulent or otherwise not authorized by the owner of the Mobile Deposit Account on which the Checks are drawn,
- are drawn on financial institutions that are located outside of the United States or Territories of the United States,
- are remotely created checks, as defined in Reg. CC, or are remotely created payment orders,
- are not payable in United States currency,
- have any endorsement on the back other than that specified in this Addendum,
- have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution,
- are not acceptable to Energy Credit Union for deposit into a deposit Account as provided in the Account Agreement,

If you deposit a Prohibited Check, you agree to indemnify and reimburse ECU for, and hold ECU harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) that ECU may incur associated with any warrant, indemnity or other claim related thereto. Furthermore, if, after first having obtained ECU’s written consent to do so, you provide ECU with an electronic representation of a substitute Check for deposit into a Mobile Deposit Account instead of an Original Check, you agree to indemnify and reimburse ECU for, and hold ECU harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) ECU incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

8. Requirements. You understand you must, and hereby agree to, at your sole cost and expense, use a Mobile Device that meets all technical requirements for the proper delivery of the Service and that fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of the Service, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Service. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Service and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. ECU is not responsible for, and you hereby release ECU from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. ECU is not responsible for, and you hereby release ECU from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your computer hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. ECU hereby advises you, and you hereby agree to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

Each Image must provide all information on the front and back of the Original Check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying ECU that is preprinted on the Original Check, MICR information, signature(s), any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check. The image quality

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must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the Check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature in the designated area on the back of the check. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A Check payable to two payees must be endorsed by both payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and your joint owner, both of you must endorse the Check and it must be deposited into a Mobile Deposit Account owned by both of you.

9. Receipt of Deposit. All Images processed for deposit through Mobile Deposit will be treated as “deposits” under the Account Agreement and the Mobile Banking Services Agreement. When we receive an Image, we will attempt to confirm receipt via email to you to an email address that you designate to us, if you select not to provide an email address then the ECU may not confirm receipt via email. Confirmation does not mean that the Image contains no errors. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Mobile Deposit Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us.

We shall have no liability to you for the rejection of a Mobile Deposit or the Images or other information contained therein or for our failure to notify you of such rejection. We are not responsible for any Image that we do not receive.

Following receipt, we may process the Image by preparing a “substitute check” or clearing the item as an Image.

We reserve the right, at our sole and absolute discretion, to reject any Image for remote deposit into your Mobile Deposit Account. We will notify you of rejected Images.

10. Retention of Original Checks. After you receive confirmation that we have received an Image, you must securely store the Original Check for sixty (60) days after transmission to us and make the Original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two (2) Business Days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount will be reversed from your Mobile Deposit Account. Promptly after such period expires, you must destroy the Original Check by *first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction.* After destruction of an Original Check, the Image will be the sole evidence of the Original Check.

You agree that you will never deposit the Original Check or present the Original Check to us or anyone else for payment. You understand that you are responsible if anyone is asked to make a payment based on an Original Check that has already been paid.

11. Returned Deposits. Any credit to your Mobile deposit Account for checks deposited using Mobile Deposit is Provisional. As used herein, “Provisional” means that the credit is made to your Mobile Deposit Account subject to final payment of the Checks and subject to the terms of the Account Agreement. If Original Checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an Image of the Original Check, a paper reproduction of the Original Check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you.

We may debit any of your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

12. Your Warranties. You make the following warranties and representations with respect to each Image:

- Each Image is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Original Check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate Images of the Original Check.
- The Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee(s) stated on the Original Check.
- You are authorized to enforce and obtain payment of the Original Check.
- You have possession of the Original Check and no party will submit the Original Check for payment.

With respect to each Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

13. Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to comply with all existing and future operating procedures used by ECU for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting Checks and items, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and any clearinghouse or other organization in which ECU is a member or to which rules ECU has agreed to be bound. These procedures, rules, and regulations (collectively the “Rules”) and laws are incorporated herein by reference. In the event of conflict between the terms of this Addendum and the Rules, the Rules will control.

14. Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit Original Checks at our branches or through our ATMs or by mailing the Original Check to: Energy Credit Union, 156 Spring Street, West Roxbury, MA 02132. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use the Service.

15. Funds Availability. The cut-off time applicable to Mobile Deposits is Monday through Friday at 3:00 p.m. Eastern Time (ET). Mobile Deposits confirmed as received before 3:00 p.m. ET on Monday through Friday will be considered deposited on that day. Mobile Deposits confirmed as received after 3:00 p.m. ET and deposits confirmed received on a Saturday, Sunday or holiday at any time will be considered deposited on the next Business Day as defined in the Account Agreement. Funds from Mobile Deposits will generally be available to you as defined in the Energy Credit Union Funds Availability Policy.

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16. Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. By using the Service, you accept the risk that an item deposited through the Service will be intercepted or misdirected during transmission. ECU bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such transmission errors. You will notify us immediately by telephone at 617-325-1999 if you learn of any loss or theft of Original Checks. You will ensure the safety and integrity of Original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Addendum.

17. Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Image to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.

You agree to notify us of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable Account statement is sent or otherwise made available. Unless you notify us within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are precluded from bringing a claim against ECU for such alleged error.

18. Your Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees and agents against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Addendum. You understand and agree that this paragraph shall survive the termination of this Addendum.

19. Cooperation with Investigation. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

20. Ownership and License. You agree that ECU and/or its service provider(s) retain all ownership and proprietary rights in the Service, associated content, technology and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Addendum. Without limiting the effect of the foregoing, your breach of this Addendum immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to ECU's business interest, or (iii) to ECU's actual or potential economic disadvantage in any aspect. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service.

21. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

22. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW. ANY PROVISION IN THIS ADDENDUM, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, ECU SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ECU'S AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS.

23. Amendments. ECU may amend the terms of this Addendum at any time, in its sole discretion, by giving notice to you or as provided in the Agreement or the Account Agreement. If required by this Addendum or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Service shall constitute your agreement to such amendments. No amendments requested by you shall be effective unless received, and agreed to in writing, by Energy Credit Union.

