



HEALTH CARE CREDIT UNION INTERNET BANKING MEMBER SERVICE AGREEMENT

Account Information

Account # : _____ Name of Applicant: _____ Date opened: _____

Internet banking Member Service Terms of Agreement

In exchange for Health Care Credit Union Limited (hereinafter called "the Credit Union ") allowing me to complete Transactions on the account through its internet access technologies, I agree as follows:

DEFINITIONS

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

"PAC" means the personal access code I have selected for my own use which, when used with the Equipment, permits access to the Electronic Services;

"Electronic Services" means all of the services available through the use of the PAC in combination with the internet channel operated by the Credit Union;

"Internet Services" means all of the services available through the use of the PAC in combination with the internet channel operated by the Credit Union ;

"Equipment" means the equipment, such as a personal computer which, when used in combination with the PAC, permit access to the Electronic Services;

"Signing Authority" means any person authorized to sign on an Account; and "Transaction" means any Transaction performed using any of the Electronic Services.

OTHER AGREEMENTS

I acknowledge having read the Terms of Use found on the homepage of the Credit Union's website under the link "Legal" (if I intend to use the Internet Services), and the Operation of Account Agreement I signed when I first opened my Account. The terms and conditions of the Operation of Account Agreement and any other conditions or agreements which now or may in the future exist between me and the Credit Union regarding any Accounts shall remain in full force and effect and shall apply to each Transaction, except as expressly modified or supplemented by the terms of this Agreement or the Terms of Use that apply generally to my use of the Credit Union's website. In the event of an irreconcilable conflict, the Agreement supersedes the Terms of Use on the website, but the Operation of Account Agreement and any other paper agreements are paramount.

USE OF ELECTRONIC SERVICES

I acknowledge that I have permission to use the Electronic Services to access any permitted Account and to conduct Transactions as may be permitted with respect to any such Account. However, I am not allowed to use these Services to pay bills from, or transfer funds out of any Account on which more than one signature is required to authorize a Transaction, unless prior authorization is received in writing from all required signors. I agree to follow the instructions of the Credit Union in effect from time to time with respect to the use of the Electronic Services.

When I use my PAC to conduct any Transaction, I agree that this is the legal equivalent of having given in written, signed instruction to the Credit Union to complete the Transaction and therefore agree to be bound by each such Transaction. This means that I irrevocably authorize and direct the Credit Union to debit or credit, as the case may be, the amount of any Transaction to the Account or Accounts designated by me at the time of the Transaction, in accordance with the Credit Union's normal practices and the terms and conditions of my Operation of Account Agreement. The Credit Union's practices respecting the debiting or crediting of any Transaction under any of the Electronic Services may be revised from time to time with or without notice to me, and the Credit Union reserves the right to require me to physically sign original documents before completing certain Transactions if it believes it is advisable for our mutual protection.

I agree not to conduct or try to conduct any Transaction that would result in a negative balance in my Account or would exceed the unused balance of any authorized overdraft or line of credit, if available. I agree to reimburse the Credit Union for all liability or loss arising out of any such Transaction, in accordance with the terms and conditions of my Operation of Account Agreement.

I agree that all computer equipment, electronic devices and associated software provided to me by the Credit Union to enable electronic access to my Account is the property of the Credit Union, and promise to return it and any and all copies made of the software to the Credit Union upon request. I agree to use this equipment and software under a non-exclusive and non-transferable license and only for the purposes intended.

I consent to the Credit Union's taping, storing or otherwise recording my sessions using the Electronic Services. This consent may or may not be confirmed prior to or during each session. The Credit Union agrees to keep the contents of any such records confidential and confirms that the records will only be used to verify Transaction and service request details and monitor the performance of its' employees.

LIMITATIONS ON THE CREDIT UNION'S RESPONSIBILITIES

I accept that the Electronic Services are provided subject to the limitations on the Credit Union's responsibilities detailed in its website Terms of Use, as well as the following:

GENERAL

Electronic Services are made available only on an "as is" and "as available" basis. The Credit Union offers these Electronic Services in order to improve the accessibility of the Credit Union to its' members. However, the provision of these Services is dependent in part on communication lines and other third party equipment and services. Furthermore, no computer system designed to safeguard a member's Personal Information is perfect, and unintended disclosure of a member's Personal Information through accident or fraud on the part of a third parties is always possible.

I AGREE THAT I WILL NOT HOLD THE CREDIT UNION LIABLE FOR ANY DELAY, LOSS, DAMAGE (DIRECT, INDIRECT OR CONSEQUENTIAL) OR INCONVENIENCE WHATSOEVER CAUSED BY OR ARISING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICES OR THE MALFUNCTION OR FAILURE TO OPERATE ANY OF THE SOFTWARE OR EQUIPMENT FOR ANY REASON WHATSOEVER. FURTHERMORE, I AGREE THAT I WILL NOT HOLD THE CREDIT UNION LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR ANY LOSS OF BUSINESS OR PROFIT OR OTHER INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER AS A RESULT OF A SYSTEM FAILURE OR MALFUNCTION, OR AN UNINTENDED DISCLOSURE OF MY PERSONAL INFORMATION DUE TO ACCIDENT OR FRAUD ON THE PART OF A THIRD PARTY.

BILL PAYMENTS MADE THROUGH THE ELECTRONIC SERVICES

The Credit Union will use its best efforts to forward any bill payment Transaction to the merchants specified by me for credit the next or second business day following the day they are authorized through the Electronic Services. However, I agree that the Credit Union is not responsible for the delayed credit or late payments for reasons beyond the Credit Union's control. I alone am responsible for entering and authorizing the correct payment amounts, merchant account identification, the Account to be charged, ensuring that each payment is entered and authorized only once, and that there are sufficient funds available in my Account or available through my line of credit to complete the Transaction. If the Electronic Service tells me that my Transaction failed, I acknowledge that it remains my sole responsibility to make the bill payment through another channel.

