

Latvian Cleveland Credit Union, Inc. Acceptable Terms of Use Policy

This Internet Banking Agreement and Disclosure ("the Agreement") explains the terms and conditions governing the basic internet banking services and bill pay services offered by **LATVIAN CLEVELAND CREDIT UNION, INC.** ("the Bank"). All internet banking services of any kind whatsoever offered or afforded by the Bank (including, but not limited to online banking, funds transfers, bill pay services, secure messaging, wire transfers, and ACH transactions) will be referred to collectively as "Internet Banking Services" in the Agreement. By using any of the Internet Banking Services, you agree to abide by the terms and conditions of this Agreement and authorize the Bank to use any of your accounts to execute and settle transactions and/or fees initiated by you using the Internet Banking Services.

All Internet Banking Services are governed by this Agreement, all applicable federal regulatory disclosures, and the Deposit Account Terms and Conditions. All applicable fee schedules published by the Bank from time to time will apply to the Internet Banking Services. You are responsible for the payment of any fees incurred by you on any account, for any service, at any time. You agree to pay all such fees assessed by the Bank. Further, you agree to pay all telephone charges or fees incurred by you in accessing Internet Banking Services.

Your initial use of any Internet Banking Services in connection with your account at the Bank constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement and of the Deposit Account Terms and Conditions. Such initial use acknowledges your receipt and understanding of this Agreement and Deposit Account Terms and Conditions.

You agree that the Bank may, as permitted by law, provide all applicable disclosures to you electronically. You are responsible for downloading or printing the disclosures or providing the Bank with a non-electronic address to which the disclosures may be mailed.

Through Internet Banking Services, you can manage your bank accounts from your home or office on a personal computer. You must have Internet Banking Access ID, a password, and maintain one or more eligible accounts at the Bank. Internet Banking Services can be used to conduct any of the following transactions: Obtain balances and transaction histories on all eligible accounts enrolled in Internet Banking Services; Transfer money between eligible accounts (The number of transfers you can make from account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires); Transfer money to pay the Bank for overdraft protection, consumer loans, home equity loans, or certain other eligible loans; Receive email messages regarding certain activity in your loan or deposit accounts; and pay bills to any merchant, financial institution or an individual with a U.S. address.

We are strongly committed to protecting the security and confidentiality of our customer accounts information. We use several techniques to help secure our Internet Banking Service, including the following:

- You can only access the Bank with certain browsers that have a high security standard.
- Your account numbers are never displayed in full - only the last 3 digits can be viewed.
- You must have a valid Internet Banking Access ID and password to logon.

- If no action is taken for 20 minutes, you will be automatically logged off the Internet Banking service.
- We identify your computer and let you identify the bank using a private image and pass phrase.

Information that the Bank publishes on the World Wide Web may contain links to other sites and third parties may establish links to the Banks site. The Bank makes no representations about any other website that you may access to, from or through this site. Unless expressly stated in writing, the Bank does not endorse the products or services offered by any company or person linked to this site nor is the Bank responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

The Bank is not responsible for any electronic virus that you may encounter using the Internet Banking Service. We encourage you to routinely scan your computer and diskettes using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware, and also steal your personal information.

You can usually access Internet Banking Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Internet Banking Services may not be available due to system maintenance or reasons beyond the Banks control. The Bank does not warrant that Internet Banking Services will be available at all times.

Neither the Bank nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Internet Banking Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Internet Banking Services; (ix) you knew that Internet Banking Services were not operating properly at the time you initiated the transaction or payment; or (x) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Internet Banking Services. You may not gain, or attempt to gain, access to any Internet Banking Service server, network or data not specifically permitted to you by the Bank or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with the Bank or its suppliers.

The Bank is entitled to act upon instructions received through any Internet Banking Service under your password and without inquiring into the identity of the person using that password. However, you agree that you will not, under any circumstances, disclose your password by telephone or any other means to any person. You acknowledge that no person from the Bank will ever ask for your password, that Bank employees do not need and should not ask for your password. You agree never to provide your password

to anyone, including anyone claiming to represent the Bank. You are liable for all transactions made or authorized using your password. The Bank has no responsibility for establishing the identity of any person or determining the validity of any transaction.

You agree that if you give your password to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your password will have access to your accounts. You agree to notify the Bank immediately in the event your password is lost or stolen or is otherwise compromised. At any time, you may ask the Bank to disable your password. For joint accounts, each person may have a separate password, or each may use a joint password. Each person on a joint account will be liable for all transactions that are made on that account. Each person on a joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

You hereby indemnify and release the Bank from any and all liability and agree not to make any claim against the Bank or bring any action against the Bank honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account or when you have provided your password to that person. You agree to reimburse the Bank for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of the Bank's honoring or allowing transactions on the account where the password was used.

To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of the Banks Internet Banking Service in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the Bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Bank has been informed of the possibility of such damages), including, without limitation, attorneys fees. The Service Provider is an independent contractor and not the Banks agent. The Banks sole duty shall be to exercise reasonable care in the initial selection of the Service Provider. YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, IS MADE BY THE BANK WITH RESPECT TO ANY INTERNET BANKING SERVICE AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, the Bank shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the banks responsibilities under this Agreement which is caused or occasioned by any act or thing beyond the Banks reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by the Service Provider or another bank or financial institution to execute any bank transfer or bill payment. In addition, the Bank shall be excused from any failure or delay in executing a bank transfer or bill payment, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that the Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation,

the Service provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed the Banks agent.

The Deposit Account statement provided to you by us will notify you of (a) the execution of bank transfers or bill payments and the debits to the Deposit Account made with respect to such bank transfers and bill payments, and (b) amounts debited by the Bank from the Billing Account or any other account for payment of the services or other charges pursuant to this Agreement. You agree that we will not be required to provide any other notice to you of the execution of bank transfers, bill payments, or debits.

We agree to correct any error made in crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.

You agree not to use this service to conduct any business or activity or solicit the performance of any activity prohibited by law or contractual provisions by which you are bound. You agree to comply with all applicable laws, rules, and regulations in connection with this service. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

If any provision of this agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision of this agreement.

You may not assign this agreement to any other party. The Bank may assign this agreement or delegate or transfer any or all of our rights and responsibilities under the agreement to any third party or parties.

The Bank has the right to modify or terminate this Agreement or the Deposit Account Terms and Conditions at any time. When making changes, the Bank will comply with all legal notice requirements. Once this Agreement is terminated, the Bank will not allow any additional transactions on the account, nor will additional Internet Banking Services be permitted. If this Agreement is modified, your continued use of the Account will represent your acceptance of the changes.