



Online Agreement

Electronic Delivery of Documents

Requirement for Email Address: You agree to provide the Blue Mountain Credit Union (BMCU) with an email address for you to receive statement availability notifications and electronic records. You agree that if you change your email address, it is your responsibility to provide BMCU with a new email address for all electronic notifications. You may provide BMCU with your new email address by logging onto Online Banking and going to the preferences to change your address.

You are showing us that you have the ability to receive documents electronically. We describe the hardware and software you will need to receive documents electronically and how to request paper copies. You agree to electronically receive information presented as part of your Internet transactions, our decisions about those transactions, and the BMCU Privacy Notice. This Agreement does not change how we deliver other Documents.

Hardware Requirements: To access and retain electronic Documents you need a computer or mobile device with access to the Internet, the ability to download or print Documents, and a current version of a PDF reader. If you agree to receive an electronic Document delivered to a personal digital assistant device or mobile device, you will need the device and a service plan that enables you to view messages.

Electronic Signature: You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service BMCU offers; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and BMCU.

Your Ability to Receive Electronic Documents: By electronic signing this Agreement you are demonstrating that you have the ability to view and save Documents through electronic means.

Documents You Agree to Receive Electronically: You agree to receive electronic delivery of: (1) the Privacy Notice, (2) information presented to you as part of an online transaction such as disclosures, forms, notices, account agreements and other information, (3) Documents reflecting our decisions regarding your online transactions, including adverse action notices and (4) Document selections made by you as shown in your Document preferences.

Choosing to Receive Other Electronic Documents: In the future, you may agree by telephone, through the Internet, or in writing to receive Documents through electronic means. This will update your Document preferences.

Updating Your Contact Information: You may update your contact information for electronic delivery of Documents by accessing and updating your profile.

Previous Agreements: If you previously signed the BMCU Documents Online agreement, the terms of this Online Agreement replace the terms of any previous agreement. Delivery preferences made under the previous agreement will remain valid and are subject to this Online Agreement, unless you revoke your preferences.

Your Responsibilities: If you choose to receive documents electronically, it is your responsibility to periodically logon to BMCU.net and check the delivery of new Documents. Open and read your Documents. Promptly notify BMCU if any Documents are not accessible or are incomplete or unreadable. YOU REPRESENT THAT YOU HAVE THE EQUIPMENT TO RECEIVE DOCUMENTS ONLINE.

Changes to this Agreement: You may only amend this Agreement by changing your Preference Settings or by instructing BMCU to change your Preference Settings. BMCU may amend this Agreement at any time. You accept any amendment to this Agreement made by BMCU by your continued use of this Site.

Joint Accounts: Your preferences will control the delivery of Documents for your joint accountholders, unless they instruct BMCU otherwise.

Electronic Delivery Procedures

This describes the procedures for electronic delivery, requesting paper copies, and cancellation.

Delivery Process: We will deliver electronic Documents by posting them on this Site, by electronic mail or by other reasonable methods of electronic delivery. We may send a notice to your email when an electronic Document is posted, depending on your preferences and applicable law. Documents will be delivered effective upon placing Documents on BMCU.net. If applicable law or system limitations prevent BMCU from delivering certain Documents, BMCU will deliver them as allowed by law.

Requesting Paper Copies: You may request a paper copy of a Document that we delivered to you electronically. Also, you should check specific Account Agreements for any electronic document requirements, charges or conditions applicable to those products before requesting a paper copy of a document related to that product. However, we may charge a reasonable fee or impose other consequences specified in your Account Agreement. You may request paper copies by using the Contact Us feature of this Site, or other method described in your Account Agreement.

Canceling Electronic Delivery: If you do not want to continue receiving electronic Documents, you may withdraw your consent to receive electronic Documents by changing your E-Mail/Document delivery preferences online or contacting BMCU. Your Account Agreement will specify any consequences of such withdrawal, including possible termination of the product or service. We may treat repeated requests for paper copies as a request to cancel electronic delivery.

Delivery Preferences: Your e-mail/delivery preference settings ("Preference Settings") identify documents that may be delivered to you electronically and are part of this

Agreement. Your Preference Settings apply to existing and new accounts within each category ("Category"). Not all BMCU documents are available electronically. Documents under the "Notices" Category are set to electronic delivery only.

You agree to keep your password and Answers for your security questions confidential, to prevent unauthorized access to your Accounts, and to prevent unauthorized use of the Online Service. If you provide your Password to someone, we will consider that you are authorizing that person(s) actions. We have no mechanism to verify your identity or authorization except by use of your Password. You agree to change your Password frequently. You should NOT use your member number or your debit card PIN as your Password.

If the Online Service is blocked by us or if you forget your Password, you must contact us at 509-526-4562 during our business hours. We may issue you a new Password.

You should take precautions to protect all of your personal identification information, such as your driver's license, Social Security Number, all information and data stored in your computers hard drive or other memory device, and e-mail account. This information by itself or together with other account information may allow unauthorized access to your Accounts.

Acceptance

The Site Terms are also available on the bottom navigation bar of each page. They protect our website from misuse.

These Site Terms apply to your use of this Site. By visiting or using this Site, or by agreeing to the Online Agreement, you accept these Site Terms. Continued use of this Site constitutes your acceptance of any revisions to these Site Terms.

Definitions

These are definitions used in this agreement.

'Site' means BMCU.net, BMCU.com, and other Internet sites operated by BMCU. 'BMCU' or 'us' or 'our' refers to Blue Mountain Credit Union. 'You' or 'your' means the user of this Site.

Disclosures

This section provides legal disclosures about the content on BMCU.net. You accept delivery of the following disclosures that relate to information at this Site.

Suggestions: Suggestions and offers on this Site are not recommendations, unless expressly identified as such, and may not be appropriate for all users, even where the Site indicates that users like you have purchased the product.

PATRIOT Act: Federal law requires BMCU to obtain, and in certain other circumstances, verify and record your name, address, date of birth and other information that will allow us to identify you when you open an account and in certain other circumstances.

Tax / Legal Advice: This Site is not intended to provide legal or tax advice. Consult a professional legal or tax advisor for advice regarding your specific situation.

Foreign Jurisdictions: BMCU products and services are available only in those jurisdictions where BMCU is authorized or permitted by local law to promote or sell them.

Company Identification: The products and services offered on this Site are provided by Blue Mountain Credit Union.

Availability of Products: BMCU products and services are generally available to Seventh Day Adventists living in the Pacific Northwest and their families who meet certain membership eligibility criteria.

Membership: The terms 'member' and 'membership' generally refer to current BMCU customers and their spouses and children who are current BMCU customers. Use of the term 'member' and 'membership' does not convey any legal, eligibility, or ownership rights.

Computer Requirements: To use this Site, you must have a personal computer equipped with a modem or other access device. You are responsible for the selection, installation, maintenance, and operation of your computer and software. We are not responsible for any errors, failures, or malfunctions of your computer or software. You are responsible for ensuring that your computer and software are compatible with our Site. We reserve the right to change the system requirements for using this Site.

Miscellaneous

This section describes the law that will apply, and how and where we will handle disputes. It also has provisions that help in interpreting this agreement and how it relates to other agreements you may have with us. It describes how the agreement may be changed by us and the last date it was modified.

Governing Law: Use of this Site and the Online Agreement shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to any principles of conflicts of laws, unless otherwise specified in the applicable Account Agreement. The Uniform Computer Information Transactions Act or any substantially similar law, if enacted, will not govern any aspect of these Site Terms, your access to this Site or the Online Agreement.

Jurisdiction and Venue: If any claim or dispute under these Site Terms is not subject to Arbitration or an alternative as described in the Arbitration Procedures in the Online Agreement, then exclusive jurisdiction and venue shall be with a court of competent jurisdiction in Walla Walla County, Washington. You consent to the jurisdiction of such courts and agree to accept service of process issued by such courts.

Severability: If any provision of these Site Terms or the Online Agreement is unlawful, void or unenforceable, the remaining provisions shall remain valid and in effect to the fullest extent possible.

Waivers: Any waiver of any provision of these Site Terms or the Online Agreement will be effective only if in writing and signed by an authorized representative of BMCU. Any delay

or omission by BMCU to exercise any rights under these Site Terms or the Online Agreement shall not be construed to waive any rights.

Conflicts: In the event of a conflict between these Site Terms or the Online Agreement and your Account Agreement, the Account Agreement shall control.

Notices: If you have registered at this Site we will notify you of any material changes to these Site Terms or the Online Agreement by using any of the contact information you have provided to us. These changes will not apply to disputes that arise prior to the effective date of the change.

Survival: Certain provisions of this Agreement by their nature shall continue in full force and effect after termination, including authorizations you have granted, the Disclaimer of Warranties and Limitation of Liability, Arbitration, and Jurisdiction/Enforceability.

Telephone Contacts

We may contact you at the phone numbers in your profile.

You authorize BMCU to contact you at the telephone numbers in your profile. For example, we may contact you by telephone when we detect suspicious activity on your accounts, or when we have other important information to convey to you. To revoke this authorization, you may edit your profile by removing telephone numbers on which you do not want to receive such calls.

Privacy

The Privacy Notice will be delivered to you electronically.

You acknowledge receipt of the BMCU Privacy Notice and agree that BMCU will deliver it to you annually by posting it at the Site. You acknowledge that you have made your privacy election, or will make your election immediately after completing your login. No action is necessary if you agree to BMCU's standard practices for how we use member information within BMCU, as described in our Privacy Notice. You may change your selection at any time by modifying your Preferences after you login.

Site Terms

The Site Terms are also available on the bottom navigation bar of each page. They protect our website from misuse.

You agree to the Site Terms, which are made a part of this Online Agreement. The Site Terms may be viewed by clicking the link on the bottom navigation of each page of BMCU.net.