

Online and Mobile Banking Agreement and Disclosure

This Online and Mobile Banking Agreement and Disclosure ("Agreement") provides information about and states the terms and conditions for the online and mobile products and services offered by Honor Credit Union (the "Credit Union") and its third-party licensors/service providers ("Service Providers").

With respect to consumer accounts, this Agreement shall be an addendum to the Electronic Funds Transfer Agreement and Disclosures, which is a part of your Membership Guide Agreement and Disclosures, which can be accessed [here](#).

With respect to business accounts, this Agreement shall be an addendum to the Business Member Electronic Fund Transfers Agreement and Disclosure, which is a part of your Business Membership/Account Agreement, which can be accessed [here](#).

The terms and conditions of your Membership Guide Agreement and Disclosures and Business Membership Agreement, as applicable, as well as any loan agreements or other agreements with the Credit Union ("Related Agreements"), shall remain in full force and effect notwithstanding any provision in this Agreement to the contrary. In the event of an inconsistency between this Agreement and any of the Related Agreements, this Agreement shall control to the extent of the inconsistency.

In this Agreement, the words "you" and "yours" mean those who request and use any of the online and mobile products and services offered by the Credit Union and its Service Providers; as well as any joint owners of Accounts accessed under this Agreement, and/or any person authorized by you to use our online and mobile products and services. In this Agreement the words "Honor", "Honor Credit Union", "Credit Union", "we", "us", "our" and "ours" mean Honor Credit Union. The word "Account(s)" means any one or more savings, checking, and loan Accounts under your membership number with the Credit Union.

With respect to consumer accounts, any person whose name appears on our records for an account as an owner may enroll in online and mobile banking and contract with respect to the account via online and mobile banking. With respect to business accounts, the person opening the account for the business may contract with respect to the account using online and mobile banking. The authorized individual opening the business account has the option of granting authorized sub-users designated by such individual access to the account in online and mobile banking in accordance with the level of account access and permissions elected within the online and mobile banking system, as may be available within the online and mobile banking system's functionality. A grant of access to a sub-user shall remain in effect until terminated or changed by the accountholder within the online and mobile banking system. The accountholder assumes full responsibility and liability for any and all activities initiated on the account under the authorized sub-user's login credentials.

By making a request for, enrolling in, or using the online or mobile products or services that we offer or may offer to you in the future (collectively, “Electronic Services”), you agree to the terms and conditions of this Agreement, and to any amendments to this Agreement as may be made from time to time. The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement.

1. E-Sign Disclosure and Consent

Please read this E-Sign Disclosure and Consent (“E-Sign Disclosure”) carefully. You are not required to agree the terms and conditions of this E-Sign Disclosure. However, if you do not wish to be bound by the terms and conditions of the E-Sign Disclosure, you will not receive electronic statements, notices, and/or other written communications as provided in this E-Sign Disclosure.

The Credit Union is required by law to provide you with certain statements, notices, and other written communications. With your consent the Credit Union can deliver these and other written communications electronically, as a replacement for costlier printed versions. This E-Sign Disclosure relates to all Accounts you have with us now and in the future, Accounts for which you are an authorized signer, or Accounts for which you otherwise have authority to receive information. This E-Sign Disclosure also relates to all services for which written communications may be delivered relating to your Accounts.

a. Consent to Electronic Delivery of Statements and Other Communications. By consenting to enroll in electronic delivery of Communications, you are agreeing to electronically receive all of the types of Communications that the Credit Union is able to provide in an electronic format. Your electronic consent through the online or mobile banking system has the same effect as though you physically signed this Agreement. The types of communications available electronically are subject to change. If additional communications become available in an electronic format, you agree to receive those communications electronically. Your consent remains in effect until you give us notice, in accordance with this E-Sign Disclosure, that you are withdrawing your consent. You also agree that the Credit Union is not required to provide you with additional paper copies of any communication, unless you specifically request it. You agree that the Credit Union may, in our sole discretion, provide you with any communication in non-electronic form, even if you have chosen to receive it electronically.

b. Communications to be Provided in Electronic Form. Communications include, but are not limited to, the following:

- This E-Sign Disclosure;
- All legal, regulatory, or other disclosures associated with an Account or service;
- All other documentation relevant to an Account or service, including agreements, amendments, account opening documentation, Rates and Fees Schedules, billing statements, policies and procedures (including but not limited to our privacy policy), terms

and conditions, authorizations, updates, notices, responses to claims, transaction history, etc.

- Loan and mortgage documents;
- Documents related to the administration, management, investment, and distribution of Accounts or Services owned or used by trustees or other fiduciaries;
- Tax documents;
- Marketing materials; and
- Any other document or other information required to be provided in writing or that we otherwise provide to you in connection with your relationship with us.

Special Requirements to Receive eStatements. Note that Communications will not include periodic statements for your Accounts and services unless you specifically elect to receive such statements electronically (eStatements). If you wish to receive your periodic statements for your Accounts and services electronically, along with any notices related thereto that we include with paper statements such as electronic funds transfers and billing error rights disclosures, you must separately elect to receive eStatements. To elect to receive eStatements, you must log into Online Banking, at www.honorcu.com and follow the prompts to enroll. The Credit Union will notify you at the email address you have provided when eStatements are available online. eStatements will be provided in PDF format within the online banking system. In order to receive eStatements, you must provide your email address. It is your responsibility to provide and maintain current email contact information with us. If an email is returned undeliverable, we may provide Communications and eStatements by mail at your address reflected in your records, which may incur a fee in accordance with our Rates and Fees Schedule. Thereafter, it will be your responsibility to update your email address and again electronically consent to begin receiving Communications and eStatements electronically again. You can update your email address by logging into the online or mobile banking service and updating your profile or contacting us at 800-442-2800, online banking at www.honorcu.com, or following the link in the eStatements notices. The Credit Union is not responsible for any issues or liabilities arising from electronic communications sent to an invalid or inactive email address which you have provided. If needed, paper copies of statements are available for a fee, as set forth in the credit union's Rates and Fees Schedule, per mailing by contacting 800-442-2800 or by revoking eStatement consent online at www.honorcu.com.

c. **Paper Delivery Communications.** You have the right to receive a paper copy of any communication sent electronically. To receive a paper copy, please request it in one of the following ways: call 800-442-2800; mail your request to: Honor Credit Union, Attention: Member Services, 8385 Edgewood Rd., Berrien Springs, MI 49103; or stop by any branch location. Your request must be made within a reasonable time of the electronic delivery of the communication. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the Rates and Fees Schedule for any fee that may apply for paper copies.

d. **Withdrawal of Electronic Acceptance of Communications.** You can contact us in any of the ways described in the preceding paragraph to withdraw your consent to receive any future communications electronically. This withdrawal will be effective only after we have had a reasonable period of time to process your withdrawal. There is not a fee for withdrawing consent but withdrawing consent for certain communications may result in a fee for certain Accounts. Please refer to your Membership Guide Agreement and Disclosures or Business Membership Agreement, as applicable, and Rates and Fees Schedule.

e. **Electronic Delivery of Communications.** You may select your delivery preference for certain communications that we may make available. Even if you select physical delivery, we may send the Communication to you electronically in certain circumstances such as during emergencies or in time-sensitive situations, etc. You can review, change and obtain more information about your delivery preferences in online banking or through the mobile application. Please note that modifying your delivery preferences does not constitute a withdrawal of your consent to electronic delivery for the Accounts. If you wish to withdraw your consent to electronic delivery for the Accounts, please refer to paragraph (d) above.

Communications may be delivered electronically to you in a variety of ways, but will primarily be provided through email, through our Electronic Services, or via a third-party vendor. Communications may be delivered in a PDF format. In order to receive electronic communications, you must provide your email address. It is your responsibility to provide and maintain current email contact information with us. You can update your email address by logging into the online or mobile banking service and updating your profile or calling us at 800-442-2800. The Credit Union is not responsible for any issues or liabilities arising from electronic communications sent to an invalid or inactive email address which you have provided.

f. **Accounts with Multiple Owners or Authorized Persons.** The Primary Account owner may provide an email address for the Account in connection with consent to receive electronic communications. Only the Primary Account owner's authorization is required to enroll in electronic delivery. For purposes of electronic notification for eStatements and other communications on a joint or multiple owner Account, you agree that electronic communications delivered to the email address of the enrolled Primary Account owner will constitute delivery to all Account owners. By accepting this E-Sign Disclosure you are also confirming that you are the Primary Account owner, and that you are authorized to, and do, consent on behalf of all the other Account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your Credit Union Accounts or services.

g. **Requirements to Access and Retain Information.** In order to receive and retain electronic communications and eStatements, you must have access to an Internet connected device that is compatible with the Credit Union's Electronic Services. Your device must meet the minimum requirements outlined below. You also confirm that your

device will meet these specifications and requirements and will permit you to access and retain the disclosures and notices electronically each time you access and use the Credit Union's Electronic Services.

To receive and retain electronic communications, you must have the following equipment and software:

A personal computer or mobile device which is capable of accessing the Internet.

A connection to the Internet.

A current version (supported by its publisher) of an Internet web browser such as Chrome or Firefox which we support.

You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader®

h. **Acceptance and Consent.** By agreeing to this E-Sign Disclosure and electing to receive eStatements within the online banking system, you represent and warrant that you have read, understand and agree to be bound by the terms and conditions contained herein, and consent to receive communications and eStatements via electronic delivery.

2. Account Access

Any Account owner, whether a primary owner or joint owner, may use a personal computer or mobile device to access their Accounts. By enrolling in or using our Electronic Services, you certify you are an Account owner on the Account(s) represented in your enrollment.

For Business Members, the authorized individual under the business account, who is considered the "Master User" for the business Account, has the option of granting authorized sub-users designated by the Master User access to the account in online and mobile banking in accordance with the level of account access and permissions elected within the online and mobile banking system, as may be available within the online and mobile banking system's functionality. A grant of access to a sub-user shall remain in effect until terminated or changed by the Master User within the online and mobile banking system. The Business Member assumes full responsibility and liability for any and all activities initiated on the account under the authorized sub-user's login credentials. If a Business Member is enrolled in the Electronic Services, Business Member and its authorized representatives shall be bound to the terms and conditions of this Agreement as an Account owner.

With respect to consumer and fiduciary Accounts, in some limited circumstances the Credit Union may allow enrollment and use of the Electronic Services by persons who are not the Account owner. If the Credit Union permits access to persons who are not the Account owner, such persons will be bound to the terms and conditions of this Agreement, just as if they were the Account owner. Please contact the Credit Union for additional information.

Access to Electronic Services is set at the Account level. Account Owners on the Accounts register using their own unique information to create unique login credentials. For Business Accounts, to allow sub-user access, the Master User creates sub-users within the Electronic Services by assigning the sub-user a username and providing the sub-user email address. The sub-user will receive an enrollment email and follow the link and instructions to finish their enrollment, which includes creating a unique password and completing authentication using multifactor authentication. Currently login credentials includes a unique username and password and multifactor authentication via email or text (SMS). You agree that the login credentials and required security features are commercially reasonable and acceptable to you. Login credentials and security requirements are subject to change at any time. Your continued use of the Electronic Services constitutes your acceptance of any change to the login credentials and/or security requirements. You understand that anyone with whom you, or any authorized sub-user, share your or their username, password, or any access code or other login credentials ("Credentials"), will be deemed an authorized user; and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated Accounts and access to all information and features available in online and mobile banking, unless and until you notify the Credit Union, in writing, of the revocation of such authority and the Credit Union has had an opportunity to act on such revocation. Except as may otherwise be required by law, you agree that you are and will remain fully responsible for any transactions made by such persons on your Accounts, except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice. You agree that the Credit Union can rely on the use of the login credentials as a signature by you, or any authorized sub-user, to authorize the transactions and activities conducted in the Electronic Services. Please see the Security section below regarding your responsibilities regarding the security and confidentiality of your login credentials.

You may also choose to use an optional authentication method that enables members to utilize the biometric ID features of your mobile devices to access the Electronic Services in lieu of entering other login credentials. Biometric ID features of your mobile devices is a mechanism for measurement and analysis of a person's physical attributes, including but not limited to fingerprints or faces, as a means of verifying personal identity. We may suspend or disable the ability of this feature to work with the Electronic Services at any time. In order to utilize this authentication method, the feature must be available and enabled on your mobile device. This authentication method is performed by your mobile device, not the Credit Union, and the Credit Union is not responsible your use of this feature. Once this feature is enabled on your mobile device for the Electronic Services, your Account information can be accessed with the biometric ID mechanism enabled. For example, if your mobile device includes a biometric ID feature that enables access through fingerprints, and you permit another person to register his or her fingerprint on your mobile device, you have granted that person access to your Account information. Your acceptance of this Agreement indicates that you understand and accept this risk. You agree to protect

your mobile device and acknowledge your responsibility for all use of your mobile device, whether specifically authorized by you or otherwise, to access your Account using Electronic Services. You can disable your use of the biometric ID feature by disabling the biometric ID features of your mobile device..

Once enrolled, you will have access to Electronic Services and all features of the Electronic Services seven (7) days a week, twenty-four (24) hours a day, unless an emergency exists or scheduled system maintenance is being performed. In the event the Electronic Services will not be available for any extended period of time, a notice will be posted on our website informing you of such unavailability.

NOTICE: ANYONE WHO HAS REMOTE ACCOUNT ACCESS INFORMATION TO YOUR ACCOUNT(S) MAY HAVE ACCESS TO ALL SUBACCOUNTS REGARDLESS OF THE OWNERSHIP OF THE SUBACCOUNTS.

3. Relationship to Other Agreements

You agree that when you use the Electronic Services, you will remain subject to the terms and conditions of the Related Agreements, as well as the terms and conditions of your agreements with your service providers, including service carriers or providers (“Other Agreements”). You understand that except as expressly set forth herein, this Agreement does not amend or supersede any of the Related Agreements or Other Agreements. You understand that the Related Agreements and/or Other Agreements may provide for fees, limitations, and restrictions which may impact your use of the Electronic Services, and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree to resolve any problems with your service carriers or providers without involving the Credit Union. You also agree that if you have any problems with the Electronic Services, you will contact us directly.

4. Online Banking

You may use the Electronic Services to manage your Accounts and perform transactions and Account maintenance. Services available include, but are not limited to, the services listed below. The Credit Union, from time to time, may add, delete, or enhance these service offerings.

- Review Account balance and transaction history for your Accounts, including checks that have cleared, deposits credited, and pending transactions
- Transfer funds between Accounts within one Account number
- Conduct Account transfers to other Credit Union Accounts
- Conduct transfers to external accounts
- External loan payments

- Schedule future or recurring transfers and/or payments
- Account aggregation
- View checks
- Remote Check Deposit
- Ability to download your Account information in certain available file formats in order to upload to third-party financial management software programs (e.g., Quickbooks)
- Make bill payments to an individual or business (payee), review bill payment history, and make scheduled bill payment changes
- Person to person payments
- Apply for a loan or open a deposit Account
- Retrieve and review eStatements and eNotices
- Account and direct deposit switching
- Instant deposit
- Immediate payments – receive only

5. Mobile Banking

Mobile Banking is a personal financial Account management service that allows you to view your Account balances and recent Account activity and conduct certain transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices. At present, you may use Mobile Banking to perform the same functions stated above. We may add services and features from time to time. By accepting this Agreement now and installing our mobile application and updates, you agree that these terms and conditions apply to future Mobile Banking services.

For Android™: you must download the free app from the Google Play Store and enroll in Mobile Banking.

For iPhone® and iPad®: you must download the free app from the App Store and enroll in Mobile Banking.

6. Alerts

Alerts are a tool for managing your Accounts. Do not rely solely on Alerts for Account information. Although we make every effort to ensure Alerts are delivered as expected, there are conditions that may make the Alerts unreliable. Alerts may not always provide immediate notice.

We recommend that the Alert service be tested prior to regular use to identify any limiting conditions that may be present. We do not guarantee the delivery of any Account alert. Text and data fees may apply when using Alerts on your mobile device.

Your use of Alerts is at your own risk. Under no circumstances shall we or our Service Providers be liable for any type of damage, including fees resulting in any way from your use or reliance upon the Alerts Service or the contents of specific Alerts. Neither we nor our Service Providers assume any responsibility for the timeliness, accuracy, reliability, deletion, misdelivery or completeness of any Alerts we may send you. You agree that neither we nor our Service Providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current Account information, you agree to contact us by phone directly or by accessing online or mobile banking.

The following terms and conditions apply to your use of Alerts.

- You agree to provide the Credit Union with valid contact information. You agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages, or costs arising from you providing us with contact information that is not your own.
- You agree that you are responsible for all charges and fees associated with the provision of alerts.
- You agree to notify us immediately of any changes to your registered device. In case of unauthorized access to your device, you agree to cancel the enrollment associated with the device immediately.
- If you use any location-based feature of Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you must cease using location-based features of Mobile Banking.

7. Online Bill Pay Services – Additional Terms and Conditions

The Credit Union offers bill pay services through a Service Provider. All of the terms and conditions set forth in this Agreement apply to the Online Bill Pay service (“Bill Pay”), as well as the additional terms and conditions contained in this section. This Agreement is subject to change from time to time. We will notify you of any material change as may be required by law

You may use Bill Pay to direct the Credit Union to make one-time payments or preauthorized recurring payments to others from your designated Account using the Electronic Services in accordance with this Agreement. When you use the Services, or authorize others to use them, you agree to the terms and conditions of this Agreement. **IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SERVICES.**

a. Use of Bill Pay. Bill Pay permits you to send funds: (a) to a person or entity to which you wish a payment to be directed or the entity from which you receive electronic bills (each person or entity, a “Payee”); (b) to other persons with accounts outside of the Credit Union;

and (c) to your other accounts (persons described in (b) and (c), each a “Non-Biller Payee(s)”).

b. Payment Scheduling.

1. To schedule a payment, you must select a date your payment will be debited (such date, the “Scheduled Payment Date”) for each Payee. This will determine the date for your Payee to receive the payment (the “Deliver By Date”). When scheduling such payments, you must select a Scheduled Payment Date that results in a “Deliver By Date” which is no later than the date reflected on your Payee statement for which the payment is due (the “Due Date”) unless the Due Date falls on a nonbusiness day. If the actual Due Date falls on a non-business day, you must select a Scheduled Payment Date that results in a Due Date which is at least two (2) business days before the actual Due Date. All Deliver by Dates must be prior to any late date or grace period permitted by the Payee.
2. The necessary funds must be available in the checking account from which bill payments will be debited (your “Payment Account”) on the Scheduled Payment Date.
3. The earliest possible Deliver By Date for each Payee (typically four business days from the current date if the Payee is capable of receiving the payment electronically or up to ten business days if the Payee is not capable of receiving the payment electronically) will be designated within the Service when you are scheduling the payment. Therefore, Bill Pay will not permit you to select a Deliver By Date prior to the earliest possible Deliver By Date designed for the Payee. If the Payee permits, for a fee, the Credit Union may also offer a rush payment option (typically one to three business days) which may be paid via check or electronic payment, if supported by a Payee.
4. You may choose to schedule payments to recur in the same amount at regular weekly, every other week, every four weeks, monthly, twice monthly, semi-monthly, every three months, every six months, or annual intervals. When you create a new Payee in Bill Pay, it may take two business days to set up the Payee to receive payments. You should schedule a payment to a new Payee at least fourteen business days before any payment Due Date, to allow Bill Pay time to set up the Payee and verify information about your account with the Payee. If a recurring payment falls on a non-business day, it will be paid on the next business day. If a recurring payment is scheduled on the 31st of a month, the next payment in the series will be paid on the last day of the month in which that payment is to occur, whether it is the 30th, 29th, or the 28th as applicable to the month in which the payment is to occur.
5. For all subsequent payments, you agree to allow at least four to fourteen days between the Scheduled Payment Date and the payment Due Date.
6. If the Electronic Services session during which you schedule a payment or transfer ends by 4:00 PM EST on a business day, Bill Pay will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. Each payment or transfer you initiate on a non-business day will be considered initiated on the following business day.

c. Prohibited Transactions. You agree not to use or attempt to use Bill Pay: (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that the Credit Union has no obligation to monitor your use of Bill Pay for transactions and activity that are impermissible or prohibited under the terms of this Agreement; provided, however, that Credit Union reserves the right to decline to execute any transaction or activity that Credit Union believes violates the terms of this Agreement. PAYMENTS TO PAYEES AND NON-BILLER PAYEES OUTSIDE OF THE UNITED STATES OR ITS TERRITORIES ARE PROHIBITED THROUGH BILL PAY.

d. Payment Authorization and Payment Remittance.

1. By providing Bill Pay with names, contact information, and/or account information of Payees and Non-Biller Payees to whom you wish to direct payments, you authorize Bill Pay to follow the information provided by you to Bill Pay for a payment to be made to a Payee or Non-Biller Payee (such as, but not limited to, Payee/Non-Biller Payee name, Payee/Non-Biller Payee contact information, Payee/Non-Biller Payee account number, and Scheduled Payment Date) (such information, “Payment Instructions”) that it receives through the payment system. We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information. In order to process payments more efficiently and effectively, Bill Pay may edit or alter payment data or data formats in accordance with Payee/Non-Biller Payee directives.

2. When any payment or other online service generates items to be charged to your Payment Account, you agree that Bill Pay may debit your Payment Account without requiring your signature on the item and without prior notice to you.

3. When Bill Pay receives a Payment Instruction, you authorize Bill Pay to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date.

4. You also authorize Bill Pay to credit your Payment Account for payments returned to Bill Pay by the United States Postal Service, Payee or Non-Biller Payee, or payments remitted to you on behalf of another authorized user of Bill Pay.

5. Bill Pay will use its best efforts to make all your payments properly. However, Bill Pay and the Credit Union shall incur no liability if Bill Pay is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

i. If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

ii. The payment processing center is not working properly and you know or, to the extent reasonably practicable, have been advised by Bill Pay or the Credit Union about the malfunction before you execute the transaction;

iii. You have not provided Bill Pay with the correct Payment Account information, or the correct name, address, phone number, email address, or account information for the Payee or Non-Biller Payee; and/or,

iv. Circumstances beyond control of Bill Pay or the Credit Union (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction.

Provided none of the foregoing exceptions are applicable and you have a consumer account, if Bill Pay causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, Bill Pay shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment directly related charges.

Provided none of the foregoing exceptions are applicable, and you have a business account, liability of Bill Pay and the Credit Union will be set forth in Section e.3 and q, below.

6. We may limit the number or amount of transactions you can make using Bill Pay. The limit for a single bill pay per transaction is \$15,000.

e. Additional Provisions.

1. Protecting Your Login Credentials. You agree that the Credit Union may send notices and other communications to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual, especially with respect to a Business Account. You further agree that the Credit Union will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: **(i) keep your user name and password and other login credentials (“Login Credentials”) secure and strictly confidential; (ii) for Business Accounts, instruct each person to whom you have authorized to have user Login Credentials that he or she is not to disclose it to any unauthorized person; and (iii) immediately notify us and select new Login Credentials if you believe your user Login Credentials have become known to an unauthorized person.**

2. The Credit Union will have no liability to you for any unauthorized payment or transfer made using your user Login Credentials before you have notified us of

possible unauthorized use and the Credit Union has had a reasonable opportunity to act on that notice. The Credit Union may suspend or cancel your Login Credentials without receiving such notice from you if we suspect that your user Login Credentials are being used in an unauthorized or fraudulent manner. The Credit Union will have no liability for such suspension or cancellation.

3. Limitations of the Credit Union's Liability. If the Credit Union fails or delays in making a payment or transfer pursuant to your instructions, or if the Credit Union makes a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, the Credit Union's liability shall be limited to interest on the amount that the Credit Union failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. The Credit Union may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and the Credit Union's payment to either party will fully discharge any obligation to the other. If the Credit Union makes a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if the Credit Union permits an unauthorized payment or transfer after the Credit Union has had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, the Credit Union's liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. If the Credit Union becomes liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Credit Union is headquartered for each day interest is due, computed on the basis of a 360-day year. **Unless otherwise required by law, in no event will the Credit Union be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.**

4. Payment Methods. Bill Pay reserves the right to select the method in which to remit funds on your behalf to your Payee or Non-Biller Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

5. Payment Cancellation Requests. You may cancel or edit any scheduled payment (including recurring payments) by following the directions within Bill Pay. There is no charge for canceling or editing a scheduled payment. Once Bill Pay has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

6. Stop Payment Requests. Bill Pay's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. Bill Pay may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Credit Union at 800-442-2800. Although Bill Pay and the Credit Union will make every effort to accommodate your request, Bill Pay and the Credit Union will have no liability for failing to do so. We may also require you to present your request in writing within

fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the Rates and Fees Schedule.

f. Exception Payments. Tax payments and court ordered payments may be scheduled through Bill Pay, however such payments are discouraged and *will be scheduled at your own risk*. In no event shall Bill Pay or the Credit Union be liable for any claims or damages resulting from your scheduling of these types of payments. Bill Pay and the Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of Bill Pay or the Credit Union.

g. Bill Delivery and Presentment. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of Bill Pay's electronic bill options, you also agree to the following:

1. Information Provided to the Payee. Bill Pay is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. Bill Pay may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about bill information.

2. Activation. Upon activation of the electronic bill feature, Bill Pay may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

3. Authorization to Obtain Bill Data. Your activation of the electronic bill feature for a Payee shall be deemed by the Credit Union to be your authorization for the Credit Union to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide the Credit Union with your user name and password for that Payee. By providing the Credit Union with such information, you authorize the Credit Union to use the information to obtain your bill data.

4. Notification. Bill Pay will use its best efforts to present all of your electronic bills promptly. In addition to notification within Bill Pay, Bill Pay may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to Bill Pay and check on the delivery of new electronic

bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

5. Cancellation of Electronic Bill Notification. The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. Bill Pay will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. Bill Pay will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

6. Non-Delivery of Electronic Bill(s). You agree to hold Bill Pay and the Credit Union harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

7. Liability to Payees. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

h. Service Fees and Additional Charges. Any applicable fees will be charged regardless of whether Bill Pay was used during the billing cycle. There may be a charge for additional transactions and other optional services. All such fees are detailed on our Rates and Fees Schedule. You agree to pay such charges and authorize Bill Pay to deduct the calculated amount from your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply, including but not limited to nonsufficient funds fees, return fees, or overdraft fees. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

i. Failed or Returned Transactions. In using Bill Pay, you are requesting Bill Pay to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. If you do not have sufficient available funds in your Account and the Credit Union completed the transaction, you agree to pay for such payment obligation on demand. At its option, the Credit Union may charge any of your Accounts to cover such payment obligation. In some instances, you will receive a return notice from Bill Pay. In such case, you agree that:

- a. You will reimburse Bill Pay/Credit Union immediately upon demand the transaction amount that has been returned to Bill Pay;
- b. You will reimburse Bill Pay/Credit Union for any fees imposed by us as a result of the return;

- c. You will reimburse Bill Pay/Credit Union for any fees it incurs in attempting to collect the amount of the return from you; and,
 - d. Bill Pay/Credit Union is authorized to report the facts concerning the return to any credit reporting agency.
- j. **Address or Changes.** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. Bill Pay and Credit Union is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.
- k. **Payee/Non-Biller Payee Limitation.** Bill Pay reserves the right to refuse to pay any Payee or Non-Biller Payee to whom you may direct a payment. Bill Pay will notify you promptly if it decides to refuse to pay a Payee or Non-Biller Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.
- l. **Returned Payments.** In using Bill Pay, you understand that Payees/Non-Biller Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's/Non-Biller Payee's forwarding address expired; Payee/Non-Biller Payee account number is not valid; Payee/Non-Biller Payee is unable to locate account; or Payee/Non-Biller Payee account is paid in full. Bill Pay will use its best efforts to research and correct the returned payment and return it to your Payee/Non-Biller Payee, or void the payment and credit your Payment Account. You may receive communication from Bill Pay.
- m. **Information Authorization.** Your enrollment in Bill Pay may not be fulfilled if Bill Pay cannot verify your identity or other necessary information. If your account was added online, Bill Pay may issue offsetting debits and credits to your accounts used for external transfers within Bill Pay, and require confirmation of such from you in order to verify ownership of your Payment Account(s). You agree that Bill Pay reserves the right to obtain financial information regarding your account from a Payee or the Credit Union (for example, to resolve payment posting problems or for verification).
- n. **Term and Termination.** Bill Pay will become effective on the date that you enroll an account for the use of Bill Pay and shall remain in full force and effect until termination in accordance with the following provisions:

- a. **Termination for Cause:** Bill Pay or the Credit Union may immediately terminate your use of Bill Pay without notice under the following conditions: (a) You do not pay any fee required by any agreement you have with the Credit Union or Bill Pay, (b) you do not comply with this Agreement or other agreements governing your accounts, including your Payment Accounts, (c) your accounts are not maintained in good standing, or (d) your account is inactive for a period of 120 days.
- b. **Termination for Convenience:** The Credit Union may terminate Bill Pay at any time without prior notice and with or without cause, including, without limitation, in the event that you violate this Agreement or close your Payment Account. If more than one person can access Bill Pay, the Credit Union reserves the absolute right to terminate all access to Bill Pay upon the request of the account owner, any account co-owner, or any other person authorized to access the account. To terminate Bill Pay, you must notify the Credit Union and provide your name, address, the Payment Accounts, that you wish to discontinue use of Bill Pay, and the termination date of Bill Pay. When Bill Pay is terminated, any prescheduled bill payment will also be terminated. Your final charge for Bill Pay will be assessed at the end of your statement cycle for each account. The Credit Union and Bill Pay shall be given a minimum of three (3) business days to effect the termination. During that time, you will remain responsible for any pending bill Payment Instructions of record with Bill Pay. You may terminate Bill Pay by:

Calling: 800-442-2800

Writing to the Credit Union at: 8385 Edgewood Rd., Berrien Springs, MI 49103

- o. **Availability of Bill Pay.** Access to Bill Pay is generally available 24 hours a day, 7 days a week, except during maintenance periods and during periods when access to Bill Pay is temporarily interrupted as a result of power outages, equipment and/or software malfunctions or failures. The Credit Union will not be liable under this Agreement for failure to provide access. Subject to applicable law, we reserve the right to modify, suspend, or terminate access to all or any part of Bill Pay at any time and for any reason without notice or refund of previously incurred fees. To the extent reasonably practicable, the Credit Union will attempt to notify you by posting a notice on our website in the event of any technical difficulties or other occurrence that may impede access to Bill Pay for a prolonged period of time.
- p. **Third-Party Software, Tools, and Services.** The Credit Union is providing you with the means to access the third-party service under this Agreement (the "Third-Party Software"). Such Third-Party Software may be located at a site owned or controlled by such third parties. Except as provided by applicable law, you agree that protecting your personal information other than in the Credit Union's internal

systems is solely your responsibility and not the responsibility of the Credit Union, that the Credit Union is under no obligation to provide you with any such Third-Party Software, and that in providing or arranging for access to the Third-Party Software, the Credit Union is not assuming any responsibility or liability whatsoever, nor is the Credit Union suggesting or offering or creating any security procedures.

- q. Bill payments are processed by Electronic Fund Transfers. Please see the Electronic Funds Transfer Agreement and Disclosures included in your Membership Guide Agreements and Disclosures or Business Membership Agreement, as applicable, for important information concerning your rights and obligations.

8. Remote Check Deposit Service – Additional Terms and Conditions

The Credit Union offers an online deposit service (“Remote Check Deposit”) through a Service Provider. Remote Check Deposit permits you to make deposits to your Accounts using compatible and supported mobile phones and/or other compatible and supported mobile devices and/or desktop scanners. All of the terms and conditions set forth in this Agreement apply to Remote Check Deposit, as well as the additional terms and conditions contained in this section. We may amend or modify this Agreement from time to time. Your continued use of the Remote Check Deposit will indicate your acceptance of the revised Agreement. **IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SERVICES.**

- a. **Remote Check Deposit Service Description.** Remote Check Deposit provides you, once approved for the service, the ability to access and make deposits to your designated eligible Accounts using a compatible mobile device or desktop scanners to capture an image of original paper checks (Original Checks) that are drawn on or payable through U.S. financial institutions (each a Check Image) and to electronically submit the Check Image and associated deposit information to the Credit Union for deposit into a designated eligible Account.
- b. **Eligibility.** You must be a Credit Union member in good standing and meet other predetermined qualifying factors to qualify for use of Remote Check Deposit. We may deny you access to Remote Check Deposit without prior notice if we are unable to confirm a person’s authority to access the services or if we believe such action is necessary for security reasons. You must have a mobile device compatible with our system and/or a desktop scanner and access to telecommunication services necessary for the services. Application upgrades may be required from time to time for continued use of the service.
- c. **Acceptance of these Terms.** Your use of Remote Check Deposit is subject to the terms and conditions set forth in this Agreement, and your use of Remote Check Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change from

time to time. We will notify you of any material change as may be required by law. Your continued use of Remote Check Deposit will indicate your acceptance of the revised Agreement. If you do not wish for this Agreement to apply to a given Original Check you wish to deposit, you must not deposit it through Remote Check Deposit.

d. **Laws, Rules and Regulations.** You agree to abide by and comply with all local, state and federal laws, rules and regulations which are in existence as of the date of this Agreement and as amended from time to time.

e. **The Remote Check Deposit Capture Process.** You will create an electronic image by scanning the fronts and backs of properly endorsed checks or drafts ("Original Checks") with a compatible mobile device or desktop scanner. You will transmit an electronic file containing these electronic images to the Credit Union, and we will deposit the items to your Account. We will perform an image quality assessment of the scanned items and process those items meeting our required standards for deposit and collection.

f. **Funds Availability.** Original Checks deposited through Remote Check Deposit are not subject to the funds availability requirements of Regulation CC and the Funds Availability Disclosure as set forth in our Membership Guide Agreements and Disclosures or Business Membership Agreement, as applicable, which govern the use of your Account(s). In many cases funds deposited via Remote Check Deposit will be immediately available for your use, however we specifically reserve the right to place a hold on any funds deposited via Remote Check Deposit. You agree to receive notice of holds and delays via the email address provided to us or as otherwise provided by you to us. If you will need funds from a completed deposit in accordance with our Funds Availability Disclosure, we recommend that you deposit the items involved in person at one of our branch locations. Limits are in place for how many items and how much you can deposit through Remote Check Deposit, please see [here](#) for information regarding such limits.

g. **Receipt of Items.** You acknowledge and agree that the scanning and transmitting of Original Checks does not constitute receipt by Credit Union. Original Checks deposited through Remote Check Deposit shall be deemed to be received by us at the time our system indicates a successful transaction is completed. You expressly acknowledge and agree that an acknowledgment of receipt or delivery does not constitute an acknowledgment by us that your transmission does not contain errors or that the a successful transaction was completed by our system.

h. **Acceptance of Deposit.** You agree that we may at any time, in our sole discretion, refuse to accept deposits of Original Checks from you through Remote Check Deposit. In the event the Remote Check Deposit is interrupted or otherwise unavailable, or in the event any Internet connection involved in the process is not functioning properly, you may, at your option, deposit the Original Checks in person at one of our branches or by any other mutually agreed upon method of deposit. In the event such items are not deposited by means of Remote Check Deposit, such deposit shall not be subject to this

Agreement. After you complete a deposit, you will receive a message advising you of whether your deposit was accepted or rejected. If you believe there is a problem, you must contact us at your earliest opportunity during our normal business hours, which are Monday through Friday from 9:00a.m. to 5:00 p.m., Eastern Standard Time, as observed in the state of Michigan.

- i. **Designated Account.** You will designate a Credit Union Account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested by you in connection with Remote Check Deposit. We will provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of Remote Check Deposit. You shall be responsible for the review, auditing and balancing of your Account.
- j. **Responsibility for Scanning.** You are solely responsible for the proper endorsement and scanning of items and for maintaining your mobile device and/or other equipment used in connection with Remote Check Deposit. You accept any and all risks related to such equipment and devices, and for Internet connections. You are responsible for the payment of all telecommunications expenses associated with your use of Remote Check Deposit. We are not responsible for providing or servicing any equipment you use to access or use Remote Check Deposit.
- k. **Deposit Requirements.** You agree that you will use Remote Check Deposit only to deposit Items drawn on financial institutions within the United States, excluding its territories. No items issued by a governmental unit or agency, items payable to more than one person, and no third-party Item (i.e., an Item that was not initially payable to you) may be deposited through Remote Check Deposit. Each Check Image shall be of a quality that will permit the following information to be clearly read and understood:

- the amount
- the payee
- the signature of the drawer
- the date
- the Original Check number
- the information identifying the drawer and the paying financial institution that is preprinted on the Original Check, including the MICR line
- all other information placed on the Original Check prior to the time an image of the item is captured, including any required identification written on the front of the Original Check and any endorsements on the back of the item

You are solely responsible for the proper endorsing of all Original Checks. Items deposited by means of Remote Check Deposit must be endorsed as follows: "For Mobile Deposit only at Honor Credit Union" and the signature of the payee is required on the back of the check. If a check is payable to more than one payee, the signature of each payee must be included

on the back of the check and both payees must be owners on the Account to which it is deposited.

l. **Exception Items.** The Credit Union may, in its sole and absolute discretion, reject any Check Image it determines to be ineligible for Remote Check Deposit (Exception Item), including, but not limited to, Check Images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, Check Images that are illegible, Check Images of Original Checks previously processed, Check Images previously converted to substitute checks, and Check Images with unreadable MICR information. You may be notified via email of Exception Items, but you also agree that you will review your Account to determine that items you have deposited through Remote Check Deposit have been credited to your Account before attempting to make use of such funds. You further agree that if you want to deposit any Exception Item to your Account, you will only do so by depositing the Original Check upon which the Exception Item is based. You acknowledge and agree that even if we did not initially identify Check Image as an Exception Item, the substitute check created by us may nevertheless be returned to us because the electronic image is deemed illegible by a paying bank, or for other reasons. Our failure to identify an Exception Item shall not preclude or limit your obligation to us.

m. **Item Retention.** You agree that you are solely responsible for custody and control of all Original Checks. You further agree that you will handle all Original Checks pursuant to the terms and conditions of this Agreement. Once we have received your transmission of Check Images for deposit to your Account, we will acknowledge by electronic means our receipt of your transmission. Your electronic transmission is subject to proof and verification. You must retain the original of all Original Checks you have deposited through the Remote Check Deposit for six (6) calendar months after the day of deposit (the "Retention Period"). The risk of loss due to the unavailability of the original or copy of an Original Check for any reason, during the Retention Period, shall be exclusively on you. If we request that you provide us with an Original Check during the six (6) calendar month period referenced above and you are unwilling or unable to do so, we may deduct from your Account the amount of any loss we suffer, or otherwise require you to reimburse us for such amounts.

n. **Item Destruction.** You agree that you are fully responsible for the destruction of Original Checks. You agree to use commercially reasonable methods to destroy Original Checks after the required Retention Period has expired. You agree to destroy and dispose of the Original Checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. You agree that you will implement procedures to ensure that Original Checks are not accessed by unauthorized persons during the storage, destruction and disposal process and that once destroyed, Original Checks are no longer readable or capable of being reconstructed. The risk of loss associated with the accidental inclusion of a physical Item in the check collection process, or with a lost, destroyed, stolen or misplaced item shall be exclusively on you.

o. Presentment Prohibitions. You agree that you will not deposit Original Checks through Remote Check Deposit that are:

- Payable to any person or entity other than you
- Prohibited by, or received in violation of, any law, rule or regulation
- Known to you or should be known to you to be fraudulent or otherwise not authorized by the owner of the Account on which the item is drawn
- Original Checks previously cashed or deposited
- Post-dated or more than six (6) months old
- Payable to cash
- Irregular in any way
- Original Checks that do not bear a signature of the person on whose Account the Item is drawn or
- Drawn on financial institutions located outside the United States
- Checks not payable in United States currency.
- Checks that have been previously submitted through Credit Union Remote Check Deposit or a remote check deposit service offered at any other financial institution

p. Representations and Warranties. You represent and warrant that all Original Checks transmitted through Remote Check Deposit will comply with any and all federal and state laws, and rules and regulations applicable to online transactions and the use of Remote Check Deposit including but not limited to, rules and regulations relating to the National Automated Clearing House for ACH transactions. You further represent and warrant:

- Original Checks deposited through Remote Check Deposit shall be payable to and properly endorsed by you
- all signatures on all Original Checks are authentic and authorized; and
- no Original Check deposited through Remote Check Deposit has been altered

q. Financial Responsibility. You acknowledge and agree that you are solely responsible for any and all financial risks associated with your use of Remote Check Deposit. You assume exclusive responsibility for the consequences of any instructions you give the Credit Union, for your failure to access and/or properly use Remote Check Deposit in the manner prescribed by the Credit Union, and for any failure by you to provide accurate input information.

r. Your Liability for Overdrafts. Any credit to your account using Remote Check Deposit is provisional. You acknowledge you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned, dishonored, or rejected for any reason. In the event any item that you transmit for Remote Check Deposit that is credited to your Account is dishonored, you authorize us to debit the amount of such item from your Account. Please refer to your Membership Guide Agreement and Disclosures or Business Membership Agreement, as applicable, for other important information concerning your liability for overdrafts. If a check deposited through Remote Check Deposit

is dishonored, rejected, or otherwise returned we may 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. You shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you, unless agreed to otherwise by the Credit Union.

s. **Periodic Statement and Your Duty to Report Errors.** Any deposits made using Remote Check Deposit will be reflected on your monthly periodic statement. You understand and agree that you are required to immediately notify us of any suspected error relating to Check Images transmitted using Remote Check Deposit no later than 60 days after the date of the statement. Except as may otherwise be required by law, you are responsible for any Remote Check Deposit-related errors that you fail to bring to our attention within such time period. Upon request, you agree to provide us with copies of Check Images (or original checks, if available), to facilitate our investigations related to unusual transactions or poor quality transmissions, or to resolve disputes.

t. **Security.** You agree to protect the confidentiality of your Accounts and login credentials to the Electronic Services. We utilize security methods such as data encryption and identification technology; however, notwithstanding these commercially reasonable efforts, you acknowledge that the internet is inherently insecure and that all data transfers, including Remote Check Deposit and email, occur openly on the internet and potentially can be monitored and read by others. We cannot, and do not, warrant that all data transfers utilizing Remote Check Deposit or email transmitted to and from us will not be monitored or read by others. You agree to notify us immediately by calling 800-442-2800 if you believe any login credentials have been lost, stolen, used without your permission, or otherwise compromised.

u. **Warranties.** In using Remote Check Deposit, you perform the function of converting an Original Check into an electronic format. In doing so, you understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications related to such a conversion, including but not limited to all of the following:

- Each Check Image transmitted to the Credit Union is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Original Check has no defense against payment.
- The amount, the payee, signature(s), and endorsement(s) on the Original Check are legible, genuine, and accurate.
- You will not deposit or otherwise indorse to a third-party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for the item such that the person will be asked to make payment based on an item it has already paid.

- Other than the image of an Original Check that you remotely deposit through Remote Check Deposit, there are no other duplicate images of the Original Check.
 - You have instituted procedures to ensure that each Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee stated on the Original Check.
 - You are authorized to enforce each Original Check transmitted or are authorized to obtain payment of each Original Check on behalf of a person entitled to enforce the item.
 - The information you provided remains true and correct and, in the event any such information changes, you will immediately notify the Credit Union of the change.
 - You have not knowingly failed to communicate any material information to the Credit Union.
 - You have possession of each Original Check deposited using Remote Check Deposit and no one will submit, or has submitted, the Original Check for payment.
 - Check Images transmitted to the Credit Union will contain no viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related systems.
- v. **Mobile Deposit Fees.** You agree to pay all fees and charges for Remote Check Deposit as set forth in our Rates and Fees Schedule. All fees are subject to change by us upon notice to you as may be required by law.
- w. **Your Indemnification Obligation.** You agree to indemnify, defend and hold harmless the Credit Union and its shareholders, directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees, claims, damages, liabilities and causes of actions of third parties, including, but not limited to, reasonable attorneys' fees, resulting or arising from:
- your failure to abide by or perform any obligation imposed upon you under this Agreement;
 - negligent or intentional misuse of Remote Check Deposit or Electronic Services;
 - the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of Remote Check Deposit;
 - the actions, omissions or commissions of you, your employees, consultants and/or agents relating to Remote Check Deposit; and
 - any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith.

x. **Force Majeure.** The Credit Union is not responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond our reasonable control.

y. **Termination.** Your use of Remote Check Deposit may be immediately terminated if your use of the service is in a manner that violates any local state or federal law, or any term of this Agreement or any other applicable agreement between you and the Credit Union. Notwithstanding any such termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon termination of this Agreement you: (1) acknowledge and agree that all licenses and rights to use Remote Check Deposit service shall terminate; (2) will cease any and all use of the Remote Check Deposit service; and (3) will remove the application for the Remote Check Deposit from all computing devices, hard drives, networks, and other storage media in your possession or under your control, to the extent reasonably possible. The Credit Union may choose to no longer provide this service at any time.

9. Account to Account Transfers – Additional Terms and Conditions

a. **Description of Account-to-Account Transfer service.** The Account-to-Account transfer service (“Transfer Service”) enables you to transfer funds between your Account(s) that you maintain with us and your Account(s) that are maintained by other financial institutions. “Instant Transfers” means functionality, to the extent made available by us, that uses Payment Networks designed to transfer funds on the same day or sooner between your Account(s) that you maintain with us and your Account(s) that are maintained by other financial institutions. Instant Transfers are only available for financial institutions and applicable Accounts that are enabled to send and receive such Instant Transfers. Not all financial institutions and/or Accounts are available to participate in Instant Transfers. Currently, the Credit Union may only receive Instant Transfers. Instant Transfers are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution, Payment Network availability, or other factors. Instant Transfers are included in the definition of “Transfer Service”.

b. Definitions.

1. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
2. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
3. "Affiliates" are companies related by common ownership or control.
4. "Business" means any person or entity other than a Consumer with an Eligible Transaction Account that utilizes the Account-to-Account Transfer Service.
5. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that financial institutions are legally closed.

6. "Consumer" means a person (not a business or other entity) with an Eligible Transaction Account primarily for personal, family or household purposes.
7. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Transfer Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Transfer Service. Depending on the Transfer Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
8. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account. External Accounts eligible for the Account-to-Account Transfer Service include checking, savings, and investment accounts.
9. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
10. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Transfer Service to you on our behalf.
11. "Transfer Instruction" is the information provided for a payment to be made under the applicable Transfer Service, which may be further defined and described below in connection with a specific Transfer Service.

c. Service Providers. We are offering you the Transfer Service through one or more Service Providers that we have engaged to render some or all of the Transfer Service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

d. Authorization and Processing.

1. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
2. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found within the Electronic Services and our website. When we receive a Transfer Instruction from you, you authorize us to (i) obtain information

from any financial institution(s) holding your external account(s) in order to confirm your access to and/or ownership of such accounts; (ii) request information regarding you and your external accounts from other third- party sources to verify your identity and account ownership, to protect against fraud, to confirm your pattern of use or exceptional use, to comply with applicable law, and/or as otherwise reasonably necessary in order to the Credit Union to provide the Transfer Service to you; (iii) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section h (Transfer Service Fees and Additional Charges); or, as applicable to (iv) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section h (Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification). Fees may apply for failed or returned payments. See our Rates and Fees Schedule.

3. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer.
- b. The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction.
- c. The transfer is refused as described in Section e. below (Transfer Methods and Amounts) below.
- d. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
- e. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s) or interference from an outside force) prevent the paper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- f. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

e. Transfer Methods and Amounts. There are limits on the amount of money you can send or receive through our Transfer Service. External transfers are limited to:

Standard Transfer

Inbound: \$15,000 per day / \$50,000 per rolling 30-day period
Outbound: \$15,000 per day / \$50,000 per rolling 30-day period

Your limits may be adjusted from time-to-time in our sole discretion. Dollar limits may also be placed based on your account transactions and other factors as we may determine in our sole discretion. You may have the ability to log in to the Electronic Services to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you.

f. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Transfer Service). Instant Transfers may not be cancelled as the Transfer Instructions will be processed immediately.

g. Stop Transfer Requests. If you desire to stop any transfer that has already been processed, you must contact the Credit Union pursuant to Section y (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable Rates and Fees Schedule.

h. Transfer Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Transfer Service or Electronic Services, and/or on our Rates and Fees Schedule. Any applicable fees will be charged regardless of whether the Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section u (Failed or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section u (Failed or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances. For a detailed list of our fees, please see our Rates and Fees Schedule.

i. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

j. Returned or Failed Transfers. In using the Transfer Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us. Fees may apply for returned or failed transfers. Please see our Rates and Fees Schedule.

k. Notices to Us Regarding the Transfer Service. Except as otherwise stated below, notice to us concerning the Electronic Services or the Transfer Service must be sent by mail to: 8385 Edgewood Rd., Berrien Springs, MI 49103. We may also be reached at 800-442-2800 for questions and other purposes concerning the Transfer Service. We will act on your telephone calls as described below in Section y (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

l. Notices to You. You agree that we or our Service Provider may provide notice to you by posting it in the Electronic Services, sending you an in-product message within the Transfer Service, emailing it to an email address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Transfer Service setup or customer profile. For example, users of the Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than 24 hours after they are sent or posted. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section k (Notices to Us Regarding the Transfer Service) above.

m. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number including those made by use of an automatic telephone dialing system ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

n. Receipts and Transaction History. You may view your transaction history by logging into the Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

o. Your Privacy; Privacy of Others. Protecting your privacy is very important to us. Please review our Privacy Policy and the Privacy section in this Agreement in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Transfer Service, you agree to keep the information confidential and only use it in connection with the Transfer Service.

p. Eligibility. The Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law, are members in good standing with the Credit Union and use the Electronic Services. You represent that you are at least 18 years of age and you have the authority to authorize debits and credits to the registered financial institution account. By using the Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

The Transfer Service is intended for personal, not business or commercial, use. You agree that you will not use the Transfer Service in connection with your business or commercial enterprise. We reserve the right to decline your registration if we believe that you are registering to use the Transfer Service with your business account. We further reserve the right to limit, suspend, or terminate your use of the Transfer Service if we believe that you are using the Transfer Service for business or commercial purposes, or for any unlawful purpose.

q. Prohibited Transfers. The following types of transfers are prohibited through the Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

1. Transfers to or from persons or accounts located in prohibited territories (including any territory outside of the United States); and
2. Transfers that violate any law, statute, ordinance or regulation; and
3. Transfers that violate the Acceptable Use terms in Section r (Acceptable Use) below; and
4. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or

services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

5. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

6. Transfers relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and

7. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section k (Notices to Us Regarding the Transfer Service) above of any violations of the Agreement generally.

r. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Transfer Service, regardless of the purpose of the use, and for all communications you send through the Transfer Service. The External Transfer Service is available for verified accounts in the U.S. only and transfers are made in U.S. dollars only. You agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including but not limited to the National Automated Clearinghouse Association (Nacha) and the Federal Reserve. You agree not to initiate any funds transfers from or to any account that is not allowed under laws, rules or regulations, such as in violation of OFAC regulations. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Transfer Service or the portion of the Electronic

Services through which the Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Electronic Services or Transfer Service, or interfere or attempt to interfere, with the Electronic Services or the Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section k (Notices to Us Regarding the Transfer Service) above of any violations of the Agreement generally.

s. Your Liability for Unauthorized Transfers. An unauthorized transfer is a transfer that you have not authorized. If you believe that someone has transferred or may transfer money from your Eligible Transaction Account without your permission, or if your Eligible Transaction Account statement shows transfers you did not make you must notify the Credit Union immediately. Calling us at 800-442-2800 is the best way of informing us and keeping your possible losses down. You could lose all of the money in your Eligible Transaction Account; however, if you tell us as soon as discovery is made of an unauthorized transfer, you may have no liability for the losses. Notwithstanding the above, you may be liable for greater amounts than listed above to the extent allowed under applicable law only if we determine that you were grossly negligent or fraudulent in the handling of your Eligible Transaction Account. Liability for Unauthorized Transfers shall be in accordance with applicable law, including the provisions of the Electronic Funds Transfer Disclosure and Agreement you received with your Member Guide Agreement and Disclosures or Business Membership Agreement, as applicable. Business Members are liable for the actions or inactions taken by the authorized sub-users to whom the Business Member granted authority and access to the Electronic Services.

t. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

u. Failed or Returned Transfer Instructions. In using the Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, your Eligible Transaction Account available balance has insufficient funds), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. Note that any overdraft protection is not taken into account to determine the available balance in your Eligible Transaction Account. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

1. You will reimburse us or our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but your Eligible Transaction Account available balance has insufficient funds to allow the debit processing to be completed; Note that any overdraft protection is not taken into account to determine the available balance in your Eligible Transaction Account.
2. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

v. Address or Banking Changes. It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Transfer Service, changes may be able to be made within the user interface of the Transfer Service or by contacting the Credit Union as set forth in Section k (Notices to Us Regarding the Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information. We will communicate with you at the most recent address you have provided to us. If at any time your personal information changes, including but not limited to your name, address, home, work or cell phone number or email address, you agree to provide us this information. For security purposes, we will not accept oral notices of a name change. The credit union reserves the right to destroy any mail returned to us as undeliverable.

w. Information Authorization. Your enrollment in the applicable Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information, and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Transfer Service, to authenticate you when you log in, to send you information about the Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Transfer Service and the content and layout of the Electronic Services.

Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential

fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store, and disclose such information acquired in connection with the Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Transfer Service.

1. Mobile Subscriber Information. You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

2. Device Data. We may share certain personal information and device-identifying technical data about you and your devices with third-party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or website by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or websites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

3. Account Verification. You will verify your External Account through a process of receiving two small deposits (of less than \$1.00 each) into your Eligible Transaction Account. You will receive an email with instructions on how to return to the Transfer Service and enter the small deposit amounts as verification. The account is verified if the values of the trial deposits match.

Notwithstanding the above, the Credit Union is under no obligation to you, or to any other person, to verify or confirm your identity or your ownership of the external accounts; or to confirm that your Credit Union deposit accounts and the external account(s) are held in the same name and/or legal capacity. You represent and warrant that your Credit Union accounts and the external account(s) are held in the same name or legal capacity and/or you have the authority to make deposits to and withdrawals from such account(s). You agree to provide true, accurate, current, and complete information about yourself and your external account(s). You agree not to misrepresent your identity or your account information.

x. Transfer Service Termination, Cancellation, or Suspension. If you wish to cancel the Transfer Service, you may contact us as set forth in Section k (Notices to Us Regarding the Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend

your use of the Transfer Service at any time and for any reason or no reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the terms of this Agreement or the rights of the Credit Union and/or our Service Provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Transfer Services. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

We may modify or discontinue the Transfer Service or your Account with us, with or without notice, without liability to you, any other user or any third-party. We reserve the right to charge a fee for the use of the Transfer Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our Transfer Services.

y. Errors, Questions, and Complaints. Contact us as soon as you can if you think your statement is wrong, if you think that someone has transferred or may transfer money from your account without your permission, if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error occurred. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

With respect to consumer accounts only, the following applies:

1. Tell us your name and account number(s).
2. Describe the error or the transfer you are unsure about and explain, as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. We will determine whether an error has occurred within 10 business days (20 business days for new member accounts) after we hear from you and will correct any error promptly, by crediting your account within one business day. However, if we need more time, we may take up to 45 days (or 90 days for new member accounts) to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days (or 20 business days for new member accounts), so you can have access to the money during the time it takes us to investigate your complaint or question. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account. If we decide there is no error, we will send you a written explanation within three days after we complete our investigation and re-debit your account. You may ask for copies of the documents that we used in our investigation.

z. Amendments. We may amend this Agreement and any applicable fees and charges for the Transfer Service at any time. We will provide notification to you in accordance with applicable law. Any use of the Transfer Service after a notice of change will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Transfer Service and/or related applications or material, which may render all such prior versions obsolete. You agree to be notified

electronically if an amendment results in increased cost to perform an electronic funds transfer or service; or increased liability to you, decreases the type of electronic funds transfers available to you, or places stricter limitations on the frequency or dollar amount of transfers.

aa. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Transfer Service. We also do not guarantee the identity of any user of the Transfer Service (including but not limited to recipients to whom you send transfers).

bb. Disputes. You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. Whether purposely or by mistake, you understand that if you provide us with incorrect information or if there is any error in your instruction you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Credit Union reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. Neither the Credit Union nor our Service Providers shall have liability to you for any such transfers of money, including without limitations, (I) any failure, through no fault of us or our Service Providers to complete a transaction in the correct amount, or (II) any related losses or damages. Neither the Credit Union nor our Service Providers shall be liable for any typos or keystroke errors that you may make when using the service.

cc. Disclaimer of Warranties and Limitation of Liability. YOU UNDERSTAND AND AGREE THAT THE TRANSFER SERVICE IS PROVIDED "AS IS," EXCEPT AS OTHERWISE PROVIDED HEREIN OR AS OTHERWISE REQUIRED BY LAW. THE CREDIT UNION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATION OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND AGREE THAT USE OF THE TRANSFER SERVICE IS AT YOUR SOLE RISK, ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE TRANSFER SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE AGREEMENT OF WHICH THESE TERMS AND CONDITIONS ARE A PART, THE CREDIT UNION DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

THIS DISCLAIMER IS IN ADDITION TO OTHER DISCLAIMERS CONTAINED IN THE AGREEMENT AS A WHOLE

10. Receive Only Immediate Payments – Additional Terms and Conditions

a. **Introduction.** These terms and conditions (“Immediate Payment Terms”) are applicable to you in connection with your use of the Immediate Payment service (“Immediate Payment Service”). These Immediate Payment Terms form a part of your Related Agreements and this Agreement with Credit Union; provided, that in the event of a conflict between these Immediate Payment Terms and the Related Agreements, these Immediate Payment Terms shall control with respect to the Immediate Payment Service and your use thereof. **By receiving payments or not returning payments received through the Immediate Payment Service, you agree that you accept and will comply with these Immediate Payment Terms.** If you wish to return a payment received through the Immediate Payment Service, you must contact the Credit Union at 800-442-2800. **IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE IMMEDIATE PAYMENT SERVICES.**

b. **Definitions.** As used in these Immediate Payment Terms, the following terms shall have the corresponding meanings set forth below.

i. *Payment Amount* means the Service Transfer Amount plus any fees payable by you to us in conjunction with the applicable Service Transfer.

ii. *Person* means a natural person or a business, government, or nonprofit entity.

iii. *RTP System* means the real-time payment system that is accessed through the Immediate Payment Service.

iv. *Sender* means a Person that sends a payment through the Immediate Payment Service.

v. *Sending Financial Institution* means the financial institution that holds the Sender’s account.

vi. *Service Participant* means a financial institution that participates in the Immediate Payment System.

vii. *Service Transfer* means a payment from a Sender to a Receiver through the Immediate Payment Service.

viii. *Service Transfer Amount* means the amount of funds that the Sender directs the Sending Financial Institution to transfer to the Receiver.

ix. *Receiver* means a Person that receives a payment through the Immediate Payment Service.

x. *Receiver Addressing Information* means the name of the Receiver and the Receiver’s mobile number, email address, or routing and account number, as applicable.

xi. *Receiving Financial Institution* means the Receiver’s financial institution.

c. About the Immediate Payment Service. The Immediate Payment Service enables you to receive payments from Persons that bank with Service Participants. You should only use the Service with people you are familiar with and trust.

d. Access to the Immediate Payment Service; Modifications to Terms. We may suspend or terminate your access to the Immediate Payment Service at any time, including if we determine that you have used the Immediate Payment Service in a manner that violates these Immediate Payment Terms. In addition, we may discontinue or modify the Immediate Payment Service at any time in our sole discretion.

We may modify these Immediate Payment Terms from time to time and will notify you of any such modifications in accordance with applicable law. Your continued use of the Immediate Payment Service (e.g., by not returning a payment sent to you) following such notice constitutes your acceptance of the Immediate Payment Terms as modified.

e. Receiving Payments. You are not obligated to accept a payment that is sent to you through the Immediate Payment Service. If you wish to reject a payment sent to you through the Immediate Payment Service, you must reject the payment within the service. If you do not wish to receive any payments through the Immediate Payment Service and want to disable the Immediate Payment Service for your account, please contact us at 800-442-2800.

A Sender may request that you return funds sent through the Immediate Payment Service. If we receive a return request, we will contact you.

Incoming payments to you through the Immediate Payment Service cannot exceed \$100,000.00 per Service Transfer (the “Per-Transaction Receive Limit”). If you are expecting a Service Transfer, it is your responsibility to advise the Sender of the Per-Transaction Receive Limit.

f. Fees. You are responsible for all fees associated with your use of the Immediate Transfer Service, if any. Fees may be charged regardless of whether the payment transfer is completed, unless the failure to complete the transaction is due to our fault. Standard account fees may also be owing in accordance with our Rates and Fees Schedule. You are responsible for any costs associated with your internet or phone service. You agree to pay all fees and charges for the Immediate Payment Services, if any, as set forth in our Rates and Fees Schedule. All fees are subject to change by us upon notice to you as may be required by law.

g. Failed Service Transfers. A Service Transfer may fail if:

- there are insufficient funds available in the Sender’s account when the Sender submits the Service Transfer Request;

- the Sending Institution suspects or determines that the Service Transfer does not comply with these Immediate Payment Terms or the rules of the RTP System;
- the Receiver rejects the Service Transfer or has declined to receive Service Transfers;
- the Service Transfer Request exceeds the Sender's Per-Transaction Send Limit or Total Transaction Send Limit;
- the Receiver's account at the Receiving Institution is closed, invalid, ineligible to receive Service Transfers, or being monitored for suspected fraudulent or other illegal activity;
- the Sender's account at the Sending Institution is being monitored for suspected fraudulent or other illegal activity;
- the Sending Institution or Receiving Institution otherwise declines to process the Service Transfer for risk-management, legal, or regulatory reasons; or
- the Immediate Payment Service is unavailable.

In addition, completion of a Service Transfer may be delayed if the Service Transfer is subject to review by the Sending Institution or Receiving Institution for fraud, regulatory or compliance purposes. Service Transfer Requests are typically completed within 15 seconds of transmission of the Service Transfer Request by the Sender, unless the Service Transfer fails or is delayed as described above. We do not have control over, nor are liable for, the actions of other users or other financial institutions that could delay or prevent the money from being delivered to the intended Receiver.

As the Receiver, we will not communicate to you that the Service Transfer has failed. If you have not received a Service Transfer that you were expecting, you must contact the Sender.

h. Availability of Funds. Funds transferred through the Immediate Payment Service will be credited to the Receiver's account by the Receiving Institution immediately upon completion of the Service Transfer Request, and will be available for withdrawal by the Receiver immediately. Funds are available immediately 24 hours per day, 7 days per week, including weekends and state and federal holidays.

i. Prohibited Payments. You agree that you shall not use the Immediate Payment Service to make or receive any of the following types of payments (each, a "Prohibited Payment"): (i) payments that violate or appear to violate any local, state, or federal law or regulation, including all regulations of the Office of Foreign Assets Control (ii) payments to accounts domiciled outside the United States, (iii) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a "Test Payment"); provided, that you may conduct a Test Payment if you have a bona fide need to do so in order to determine the validity of Receiver Addressing Information provided to you by a Receiver that wishes to receive a payment from you; (iv) payments relating to tax payments or court ordered payments; (v) payments related to an internet or online gambling transaction, whether or not gambling is illegal in any applicable jurisdiction.

You acknowledge that you are permitted to use the Immediate Payment Service solely for the purpose of receiving payments to your account consistent with the terms of use of the account set forth herein, and that to the extent you are receiving a payment through the Immediate Payment Service for another person, such other person must be a resident of or domiciled in the United States of America. You acknowledge that any payment that violates the foregoing restrictions is a Prohibited Payment. You acknowledge and agree that the Credit Union has no obligation to monitor your use of the Immediate Payment Service for transactions and activity that is impermissible or prohibited under the terms of this Agreement. However, the credit union reserves the right to decline to execute any transaction or activity that the credit union believes violates the terms of this Agreement.

j. **Transaction Errors; Unauthorized Transactions; Lost or Stolen Credentials.** The terms of Section(s) 9.s. (Account to Account Transfers—Your Liability for Unauthorized Transfers), 9.y. (Account to Account Transfers—Errors, Questions, and Complaints), 13 (Security), and 15 (Periodic statements; Your Liability) also apply to you in conjunction with the use of the Immediate Payment Service. Liability for unauthorized transfers shall be in accordance with applicable law, including the provisions of the Electronic Funds Transfer Disclosure and Agreement you received with your Member Guide Agreement and Disclosures or Business Membership Agreement, as applicable. If you believe that an erroneous or unauthorized payment has been made through the Immediate Payment Service using your account or that your account credentials have been lost, stolen, or otherwise compromised, please contact us immediately at 800-442-2800.

11. Instant Deposit – Additional Terms and Conditions

The Credit Union offers an early ACH deposit option (“Instant Deposit”) that permits you to obtain your ACH direct deposits up to two (2) days earlier. ACH direct deposits are sometimes processed by the payor earlier than the date on which the ACH deposit is to be paid or made available to the payee under the payment order. The Instant Deposit service allows you the option to access eligible ACH direct deposits earlier. All of the terms and conditions set forth in this Agreement apply to Instant Deposit, as well as the additional terms and conditions contained in this section. We may amend or modify this Agreement from time to time. Your continued use of the Instant Deposit will indicate your acceptance of the revised Agreement. **IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SERVICES.**

- a. **Eligibility.** You must be a Credit Union member in good standing and meet other predetermined qualifying factors to qualify for use of Instant Deposit, which is solely at our discretion. We reserve the right to cancel or suspend the service at any time without advance notice to you.
- b. **Availability.** If you set up direct deposit with your employer, government entity, or other organization that makes regular, recurring payments to you, the deposit may be eligible for the Instant Deposit service. We do not guarantee early availability of direct deposits.

Instant Deposit is only available on certain ACH deposits that are received by the Credit Union early, as may be determined by the Credit Union from time to time. Generally, this service is available on direct deposits received from a trusted source that occur on a recurring, predicable schedule. Infrequent or one-time direct deposit payments are generally not eligible for Instant Deposit. The availability of this service also depends on whether the ACH payment is received early. If a regular, recurring ACH payment is not received early in any given month, that payment will not be eligible for early Instant Deposit, even if you previously selected such direct deposit for Instant Deposit. The credit union is not responsible for the actions of the payee, the processing of the payment by other financial institutions or the ACH network, or anything beyond the credit union's control.

c. **Recalled ACH Payments.** It is possible that the payee financial institution may recall the ACH payment. You agree that we may debit your account for the amount of any Instant Deposit that is returned, rejected, or otherwise uncollected by the Credit Union, even if the funds were already withdrawn from your account and causes a negative account balance or results in an overdraft on your account. If the recall of funds is by SSA, VACP, or SSI, your account will be debited for the full amount and returned, even if funds are not available in your account, resulting in a negative balance to your account. You are responsible for repaying any negative balance on your account promptly and paying any fees related to overdrafts. The credit union may pursue all remedies to collect such negative balance available to it under your Membership Guide Agreement and Disclosures or Business Membership Agreement, as applicable, and applicable law. If the ACH payment is from a payee other than SSA, VACP, or SSI, the credit union will debit and return what is available in your account. The credit union has no liability regarding the payment or recall of the funds, and you are responsible for addressing any disputes regarding any payment or recall directly with the payee.

d. **Fees.** You agree to pay all fees and charges for Instant Deposit as set forth in our Rates and Fees Schedule. All fees are subject to change by us upon notice to you as may be required by law. Fees may be charged regardless of whether the eligible ACH deposit is received early or not, unless the failure to receive the payment early is due to our fault or unless the fees are specifically use-based. Standard account fees may also be owing accordance with our Rates and Fees Schedule.

e. If permitted by the Credit Union, you may utilize the service through online or mobile banking. If a transaction is able to be posted early, it will be found in the "Post Now" section under "ACH Transaction." We cannot control when an employer or other payee will release ACH transactions and do not guarantee early availability of direct deposits. You will not be notified if an ACH is eligible to be posted early; you must take action to utilize this service.

f. You may opt out of the Instant Deposit service by contacting the Credit Union. It may take up to 45 days to process your request and Instant Deposit would continue during that time. If you opt out of Instant Deposit, you are responsible for ensuring funds are available for transactions you make in the time that Instant Deposits would have been credited.

12. Your Representations and Warranties

a. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via the Electronic Services. You represent and agree that all information you provide to us in connection with your use of the Electronic Services is accurate, current, and complete, and that you have the right to provide such information to us. You agree that you will not misrepresent your identity or your Account information. You agree to keep your Account information up-to-date and accurate. You authorize us to debit your Account for any transactions processed through the Electronic Services, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your Accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.

b. You represent and warrant that you will not copy, reproduce, distribute, or create derivative works from the Electronic Services technology. You further represent and warrant that you will not reverse engineer or reverse compile any Electronic Services technology, including but not limited to, any software or other mobile phone applications associated with the Electronic Services. You agree not to use the Electronic Services or the content or information delivered through the Electronic Services in any way that would infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, under the laws of any jurisdiction, including any rights in the Electronic Services software.

c. You represent and warrant that all transactions that you initiate by use of the Electronic Services are legal in the jurisdiction where you live and/or where the transaction occurred. You represent and warrant that you will not use the Electronic Services for any illegal or unlawful transaction, including but not limited to: (a) false, misleading, inaccurate and/or fraudulent transactions or those that involve the sale of counterfeit or stolen items; (b) the use of online or mobile access to impersonate another person or entity; (c) violation of any law, statute, ordinance or regulation (including but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (e) potentially be perceived as illegal, offensive or objectionable; (f) interfere with or disrupt computer networks connected to the Electronic Services; (g) interfere with or disrupt the use of the Electronic Services by any other user; or (h) use the Electronic Services in such a manner as to gain unauthorized entry or access to the computer systems of others. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Electronic Services, regardless of the purpose of the use, and for all communications you sent through the Electronic Services. You acknowledge and agree that we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. We and our Service Providers have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way.

d. You represent and warrant that you will not use the Electronic Services for communications or activities that: (a) promote hate, violence, racial intolerance, or financial exploitation; (b) defame, abuse, harass or threaten others; (c) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (d) impose an unreasonable or disproportionately large load on our infrastructure; (e) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (f) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Electronic Services or the portion of the website through which the Electronic Services are offered without our prior written permission; (g) constitute use of any device, software or routine to bypass technology protecting the system, website or Electronic Services, or interfere or attempt to interfere, with the website or the Electronic Services; or (h) may cause us or our Service Providers to lose any of the services from our internet Service Providers, payment processors, or other vendors.

e. You agree that the Electronic Services are for personal use only, or if you are a Business Member, for your internal business purposes only. You agree not to resell or make commercial use of the Electronic Services.

f. You agree that our Service Providers (including any provider of software) may rely upon your agreements and representations, set forth in this subsection, and such Service Providers are, for the purposes of this subsection, third-party beneficiaries with the power to enforce those provisions against you, as applicable.

13. Security

a. **Security of Login Credentials.** You understand that you cannot use the Electronic Services without login credentials, including any other security and authentication techniques as we may require from time to time. YOU AGREE THAT USE OF THE LOGIN CREDENTIALS CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. Additional security procedures that may be required may require special hardware, software or third-party services. We may also, at our option, offer you additional, optional security procedures such as random number generators, to enhance the security of your accounts. Any login credentials that you select are for your security. Your login credentials are confidential and should not be disclosed to third parties. You are responsible for the safekeeping of your login credentials. You agree not to disclose or otherwise make your login credentials available to anyone not authorized to sign on your Accounts. If you authorize anyone to have or use your login credentials, you understand that person may use the Electronic Services to review all of your Account information, make Account transactions, and utilize the features of the Electronic Services. You understand that you are responsible for all bill payments, transfers, or other transactions you authorize using the Electronic Services. You agree that we are entitled to act on transaction instructions received using your login credentials, and you agree that the use of

login credentials will have the same effect as your signature authorizing transactions. For anyone you authorize to use your login credentials in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union, the Credit Union has an opportunity to act on such notice, and you have changed your login credentials, which should be promptly done. Except as may otherwise be required by law, you are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your login credentials are changed. If you fail to maintain or change the security of your login credentials and the Credit Union suffers a loss, we may terminate your ability to use the Electronic Services immediately. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use these services without your consent or has transferred money without your permission, you must notify us at once by calling 800-442-2800 or visit a branch location during normal business hours.

If you use any method of storing your login credentials on your computer or other device, you agree that you are solely responsible for any access obtained to your Account information or any transactions conducted on any Account. When connected to or using Electronic Services, you agree to ensure that no unauthorized persons have access to your computer or other device. If you fail to maintain direct control and supervision over your computer or other device or otherwise fail to ensure that no unauthorized persons have access to your computer or other device when connected to or using the Electronic Services, you agree that any use of the Electronic Services utilizing your login credentials is not unauthorized use and the Credit Union is not responsible for any loss, expense, injury, cost or damage resulting from such use, to the extent permitted by law.

b. **Third-Party Aggregation Service.** If you voluntarily subscribe to a third-party account aggregation service where your selected Honor Credit Union deposit and loan account(s) as well as your accounts at other financial/investment institutions may be accessed on a website, you may be required to give your Credit Union login credentials to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your account(s) at Honor Credit Union. Honor Credit Union will not be liable for any losses, fraud and/or intentional misconduct that occur from using any third-party aggregation services.

c. **Login Credentials Recommendations.** The login credentials you select is for the security of your account. We recommend that you frequently change your password or other relevant login credentials. We recommend that you memorize your password and do not write it down. You are responsible for keeping your login credentials and account information confidential. Any person who you permit to use your login credentials will be an authorized user on your account. You authorize us to follow any instructions entered through the site using your login credentials. If you authorized someone else to use your login credentials, you are responsible for all transactions, which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you

authorized. If you believe your login credentials has been lost, stolen or that someone has accessed your account without your permission, notify us immediately by calling us at 800-442-2800 or visit one of our branch locations.

d. **Joint Accounts.** If any of the Accounts that you register in the Electronic Services is a Joint Account, you represent that your Joint Account holder has consented for you to use that Account. We will terminate your use of any Electronic Services if any Joint Account holder notifies us that (i) the Joint Account can no longer be operated on your instructions alone, or (ii) they are withdrawing consent for you to operate the Joint Account.

14. Service Limitations and Requirements

The following limitations and requirements may apply to your use of Electronic Services:

a. **Transfers.** At the present time, it is the Credit Union's policy to permit you to 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 may be limited by the Credit Union. Please contact the Credit Union for information regarding these limits. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.

b. **Available Balance.** The Credit Union reserves the right to refuse any transaction that would draw upon insufficient available funds, lower an Account below the required balance, or otherwise require us to increase our required reserve on the Account. For information on how we calculate your available balance, please refer to the "Your Liability for Overdrafts" section of the Membership Guide Agreement and Disclosures or the relevant portion of your Business Membership Agreement, as applicable.

c. **Account Information.** The actual and available Account balances and transaction history may be limited to recent Account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for debit card transactions and our Funds Availability Policy. For information on how we calculate your actual and available Account balances, please refer to the "Your Liability for Overdrafts" section of the Membership Guide Agreement and Disclosures or the relevant portion of your Business Membership Agreement, as applicable.

d. **Email.** You may use email to send messages to us. Email may not, however, be used to initiate a transfer on your Account(s). The Credit Union may not immediately receive email communications sent by you; therefore, the Credit Union will not act based on email requests until we receive your email and have had a reasonable opportunity to act. **You should refrain from sending confidential Account or personal information through a non-secure email connection.**

IMPORTANT: Honor Credit Union will not send emails requesting personal or Account information. Contact the Credit Union immediately regarding any unauthorized transaction or stop payment request by calling 800-442-2800.

15. Periodic Statements; Your Liability

You will not receive a separate statement regarding transactions completed through the Electronic Services. All transactions will appear on the periodic statement for the Account(s) that have been accessed and transactions performed through the Electronic Services. It is your responsibility to promptly examine each periodic statement carefully and reconcile the Account. If there are any discrepancies, errors or other items that you have questions about, you should notify us immediately by calling 800-442-2800. Except as may otherwise be required by law, you have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement and Account information or fail to report discrepancies, errors, forgeries, alterations, or other items that you question to the Credit Union within 60 days of the information being made available to you for your review or the date of the periodic statement containing such items, whichever is later.

16. Fees and Charges

The fees and charges for the Electronic Services are outlined in this Agreement and on the Rates and Fees Schedule. We may change our Rates and Fees Schedule at any time. If we make a change, you will be notified in writing as required by applicable law.

17. Disclaimer of Warranties

YOU AGREE THAT YOUR USE OF THE ELECTRONIC SERVICES IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE EXTENT PERMITTED BY LAW, THE CREDIT UNION AND ITS THIRD-PARTY LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY ELECTRONIC SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. NEITHER THE CREDIT UNION NOR ITS LICENSORS OR SERVICE PROVIDERS MAKE ANY WARRANTY THAT ANY ELECTRONIC SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT IT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE FOR USE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. NEITHER THE CREDIT UNION NOR ITS LICENSORS OR SERVICE PROVIDERS MAKE ANY WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY ELECTRONIC SERVICE OR TECHNOLOGY WILL BE CORRECTED. NEITHER THE CREDIT UNION NOR ITS LICENSORS MAKE ANY WARRANTY WHATSOEVER.

WITH RESPECT TO ANY THIRD-PARTY SOFTWARE, OR ANY HARDWARE OR OTHER MATERIALS NOT PROVIDED BY THE CREDIT UNION AND/OR ITS LICENSORS AND SERVICE PROVIDERS. NEITHER THE CREDIT UNION NOR ITS LICENSORS OR SERVICE PROVIDERS HAVE ANY OBLIGATION TO MAINTAIN OR SUPPORT THE ELECTRONIC SERVICES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

18. Limitation of Liability

YOU AGREE THAT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE ENTIRE LIABILITY OF THE CREDIT UNION AND/OR ITS LICENSORS AND SERVICE PROVIDERS IN ANY ACTION BASED IN CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DAMAGES OR \$100.00, WHICHEVER AMOUNT IS LESS. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WILL THE CREDIT UNION, ITS LICENSORS, SERVICE PROVIDERS, OR THEIR SUPPLIERS OR RESELLERS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTIONS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE ELECTRONIC SERVICES (WHETHER OR NOT DUE TO DEFECTS THEREIN). IN NO EVENT WILL THE CREDIT UNION AND/OR ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES EVEN IF THE CREDIT UNION AND/OR ITS LICENSORS AND SERVICE PROVIDERS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE CREDIT UNION'S OR LICENSORS'/SERVICE PROVIDERS' NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

19. Indemnification

You agree to defend, indemnify, and hold the Credit Union, its licensors and Service Providers, and their suppliers and their resellers harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising from any and all claims from any person or entity resulting from or relating to your use of the Electronic Services and/or breach of this Agreement (including, but not limited to, any breach of the warranties, representations, or obligations contained in this Agreement). You understand and agree that this paragraph shall survive the termination of this Agreement.

20. Notice To You

You agree that we may provide notice to you by posting it on the website, sending you an in-product message within the Electronic Services, emailing the notice to an email address that you have provided us, mailing the notice to any postal address that you have provided us, or by sending the notice as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Electronic Services setup or member profile. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us by telephone at 800-442-2800; in writing to us at HONOR CREDIT UNION, ATTN: Member Services, 8385 Edgewood Rd., Berrien Springs, MI 49103; or by visiting any Honor Credit Union branch office. We reserve the right to terminate your use of the Electronic Services if you withdraw your consent to receive electronic communications or if the email address we have on file is found to be invalid. You agree to notify us promptly of any change in your mailing address, email address or telephone number. All notices sent by you to us shall be effective when we have received them and have had a reasonable time to act upon them.

21. Text Messages, Calls and/or Emails To You

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number including those made by use of an automatic telephone dialing system ("ATDS"), and/or emails from us for Account servicing and collection purposes, including identify verification. You acknowledge and agree that such telephone calls include but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. You may opt out of these communications, however, doing so may result in your access to Electronic Services, including your debit card, being terminated. To Opt Out: contact us by telephone at 800-442-2800; in writing to us at HONOR CREDIT UNION, ATTN: Member Services, 8385 Edgewood Rd., Berrien Springs, MI 49103; or by visiting any Honor Credit Union branch office.

22. Recording

You agree that we may record any telephone conversations you have with the Credit Union regarding the services covered by this Agreement.

23. Termination of Services

You agree that we may terminate this Agreement and the Electronic Services, if you, or any authorized user of the Electronic Services or your login credentials breach this Agreement or any of the Related Agreements; or if we have reason to believe that there has been an unauthorized use of your Accounts or login credentials. In addition, we reserve the right to terminate the Electronic Services if you fail to use the Electronic Services for more than 3 consecutive months. You or any other party to your Account can terminate this Agreement by notifying us in writing. Termination of service will be effective on the first business day following our receipt of your written notice. However, monthly fees, when applicable, will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

24. Privacy

During the course of performance of this Agreement, the Credit Union and/or its Service Providers may obtain and collect certain information. The collection of this information is for the sole and exclusive purpose of providing services to you. BY USING THE ELECTRONIC SERVICES, YOU HEREBY AGREE AND CONSENT TO COLLECTION OF THE FOLLOWING INFORMATION AND ITS USE TO PROVIDE SERVICES TO YOU. Please note the following regarding collection of this information:

The Types of Information We Collect

Through your use of the Electronic Services, we may collect personal information from you in the following ways:

(a) Personal Information You Provide to Us.

We may collect personal information from you, such as your first and last name, address, e-mail, User IDs, telephone number, and social security number when you create an account and use the Electronic Services. This information could include your address or contacts where you choose to make them available (e.g. to make P2P (peer to peer) payments, if such functionality is available). We will collect the financial and transaction information necessary to provide you with the Electronic Services, including account numbers, payment card expiration date, payment card identification, verification numbers, and transaction and payment history.

If you provide feedback or contact us via email, we will collect your name and email address, as well as any other content included in the email, in order to send you a reply. We also collect other types of personal information that you provide voluntarily, such as any information requested by us if you contact us via email regarding support for the Electronic Services.

(b) Personal Information Collected from Third Parties

We may collect certain information from identity verification services and consumer reporting agencies, including credit bureaus, in order to provide some of our Electronic Services.

(c) Personal Information Collected Via Technology

We and our Service Providers may automatically log information about you, your computer or mobile device, and your interaction over time with our Services, our communications and other online services, such as:

- Device data, such as your computer's or mobile device's operating system type and version, manufacturer and model, browser type, screen resolution, RAM and disk size, CPU usage, device type (e.g., phone, tablet), IP address, unique identifiers, language settings, mobile device carrier, radio/network information (e.g., Wi-Fi, LTE, 3G), and general location information such as city, state or geographic area.
- Online activity data, such as pages or screens you viewed, how long you spent on a page or screen, the website you visited before browsing to the Electronic Services, navigation paths between pages or screens, information about your activity on a page or screen, access times, and duration of access.
- Cookies, which are text files that websites store on a visitor's device to uniquely identify the visitor's browser or to store information or settings in the browser for the purpose of helping you navigate between pages efficiently, remembering your preferences, enabling functionality, and helping us understand user activity and patterns.
- Local storage technologies, like HTML5, that provide cookie-equivalent functionality but can store larger amounts of data, including on your device outside of your browser in connection with specific applications.
- Web beacons, also known as pixel tags or clear GIFs, which are used to demonstrate that a webpage or email was accessed or opened, or that certain content was viewed or clicked.
- Location Information. If you have enabled location services on your phone and agree to the collection of your location when prompted by the Electronic Services, we will collect location data when you use the Electronic Services even when the app is closed or not in use; for example, to provide our fraud detection services. If you do not want us to collect this information, you may decline the collection of your location when prompted or adjust the location services settings on your device.

How We Use Your Information Collected In The App

(a) General Use

In general, we use your personal information collected through your use of the Electronic Services to respond to your requests as submitted through the Electronic Services, to provide you the Electronic Services you request, and to help serve you better. We use your personal information, in connection with the App, in the following ways:

- facilitate the creation of, and secure and maintain your account;
- identify you as a legitimate user in our system;
- provide improved administration of the Services;
- provide the Services you request;
- improve the quality of experience when you interact with the Services;
- send you administrative e-mail and/or push notifications, such as security or support and maintenance advisories; and
- send surveys, offers, and other promotional materials related to the Services.

(b) Compliance and protection

We may use your personal information to:

- comply with applicable laws, lawful requests and legal process, such as to respond to subpoenas or requests from government authorities;
- protect our, your or others' rights, privacy, safety or property (including by making and defending legal claims);
- audit our internal processes for compliance with legal and contractual requirements and internal policies;
- enforce the terms and conditions that govern the Electronic Services; and
- prevent, identify, investigate and deter fraudulent, harmful, unauthorized, unethical or illegal activity, including cyberattacks and identity theft.

(c) Creation of Non-Identifiable Data

The Electronic Services may create de-identified information records from personal information by excluding certain information (such as your name) that makes the information personally identifiable to you. We and/or our third-party providers may use this information in a form that does not personally identify you to analyze request patterns and usage patterns to enhance our products and services. We reserve the right to use and disclose non-identifiable information to third parties in our discretion.

Disclosure Of Your Personal Information

We disclose your personal information collected through your use of the Electronic Services as described below.

(a) In Accordance with Our Other Privacy Notices. Other than as described in this Agreement in connection with the Electronic Services, this privacy provision does not apply to the processing of your information by us or third parties with whom we share information.

(b) Third-Party Service Providers. We may share your personal information with third-party or affiliated Service Providers that perform services for or on behalf of us in providing the Electronic Services, for the purposes described in this section, including: to provide you with the Electronic Services; to conduct quality assurance testing; to facilitate the creation

of accounts; to optimize the performance of the Electronic Services; to provide technical support; and/or to provide other services to the Electronic Services.

(c) Authorities and Others. Regardless of any choices you make regarding your personal information, the Electronic Services may disclose your personal information to law enforcement, government authorities, and private parties, for the compliance and protection services described above.

Links To Other Sites

The Electronic Services may contain links to third-party websites. When you click on a link to any other website or location, you will leave the Credit Union's Electronic Services and go to another site and another entity may collect personal and/or anonymous information from you. The Credit Union's Electronic Services provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other website or location or its contents. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. **Please be aware that the terms of this privacy provision do not apply to these outside websites.** We encourage you to read the privacy policy of every website you visit.

Your Choices Regarding Your Information

You have several choices regarding use of information on the Electronic Services.

(a) How We Respond to Do Not Track Signals. Some web browsers transmit "do not track" signals to the websites and other online services with which your web browser communicates. There is currently no standard that governs what, if anything, websites should do when they receive these signals. We currently do not take action in response to these signals. If and when a standard is established, we may revise our policy on responding to these signals.

(b) Access, Update, or Correct Your Information. You can access, update or correct your information by changing preferences in your account. For additional requests, please contact us.

(c) Opting Out of Email or SMS Communications. If you agreed to receive electronic communications from the Credit Union, by providing your phone number and/or email address, regarding fraud, collections, notices, announcements, or marketing and you no longer wish to receive such electronic communications, you can contact the credit union by telephoning 800-442-2800 or in writing to us at 8385 Edgewood Rd., Berrien Springs, MI 49103. If you enabled the alert service through the Electronic Services, which are personal electronic alerts you set up regarding your account, which can be delivered via email, text message, or push notifications, you may opt out of such alerts or change your delivery preferences at any time through the Electronic Services under Alerts.

(d) **Opting Out of Location Tracking.** If you initially consented to the collection of geo-location information through the Electronic Services, you can subsequently stop the collection of this information at any time by changing the preferences on your mobile device. Please note, however, that if you withdraw consent to our collection of location information, you may no longer be able to use some features of the Electronic Services.

Safeguards and Retention

We implement reasonable administrative, technical and physical measures in an effort to safeguard the information in our custody and control against theft, loss and unauthorized access, use, modification and disclosure. Nevertheless, transmission via the internet is not completely secure and we cannot guarantee the security of your information. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using any services via the Electronic Services, you are assuming those risks.

A NOTE ABOUT CHILDREN

The Electronic Services are not directed towards individuals under the age of 18, and we do not, through the Electronic Services, intentionally gather personal information about visitors who are under the age of 18. If a child under 18 submits personal information to us through the Electronic Services and we learn that the personal information is the information of a child under 18, we will attempt to delete the information as soon as possible.

Privacy Updates

This privacy provision is subject to occasional revision. We will notify you, in our sole discretion, of any material changes in its collection, use, or disclosure of your personal information by posting a notice on the Electronic Services. Any material changes to this privacy provision will be effective thirty (30) calendar days following notice of the changes on the Electronic Services or immediately where no notice is given. These changes will be effective immediately for new users of the Electronic Services. If you object to any such changes, you must notify us prior to the effective date of such changes that you wish to deactivate your account. Continued use of the Electronic Services following notice of any such changes (or use of the Electronic Services after any such changes) shall indicate your acknowledgement of such changes.

Contact Us

If you have any questions or complaints about this privacy provision or the Electronic Services' data collection or processing practices, or if you want to report any security

violations regarding the Electronic Services, please contact us at 800-442-2800 or by mail at: 8385 Edgewood Rd., Berrien Springs, MI 49103.

General Privacy Policy

Please refer to the Credit Union's general privacy policy for additional information, which can be accessed [here](#).

r. **Enforcement; Arbitration**

a. This Agreement is subject to the Binding Arbitration and Class Action Waiver - Resolution of Disputes by Arbitration provision of the Membership Guide Agreement and Disclosures and Business Membership Agreement.

b. Except as may otherwise be provided in the Binding Arbitration and Class Action Waiver - Resolution of Disputes by Arbitration provision, you are liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your Accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your Account without prior notice to you.

c. This Agreement shall be governed by and construed under the laws of the state of Michigan as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. 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 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, subject to Michigan law.

d. If you are in breach of this Agreement or any Related Agreement, or we suspect fraudulent activity on your Account, we may, without prior notice, restrict access to your Accounts or suspend your Electronic Services or access devices, including ATM or debit cards. Such restrictions may continue until such time as the circumstances that resulted in restricted access and/or suspension of Electronic Services are resolved.

e. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

f. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such

rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

25. Miscellaneous

a. We reserve the right to change the terms and conditions upon which Electronic Services are offered. The Credit Union will notify you before the effective date of any change, as required by law. Use of Electronic Services is subject to existing regulations governing your Credit Union Accounts and any future changes to those regulations.

b. The Credit Union may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Electronic Services, temporarily or permanently, at any time with or without notice to you. You agree that the Credit Union shall not be liable to you or to any third-party for any such modification, suspension or discontinuance. We reserve the right to modify the scope and functionality of the Electronic Services at any time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use the Electronic Services as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Electronic Services or any access device.

c. We may offer the Electronic Services through one or more Service Providers with whom we have contracted. You agree that we have the right under this Agreement to delegate to our Service Providers certain rights and performance obligations that we have under this Agreement, and that our Service Providers will be intended third-party beneficiaries of this Agreement and will be entitled to the applicable rights and protections that this Agreement provides to us and, likewise, the Credit Union is entitled to the applicable rights and protections this Agreement provides to the Service Providers.

d. Intellectual Property. The Electronic Services are owned and operated by the Credit Union, licensors and/or third-party Service Providers and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in the Services (collectively, "Content") are the property of the Credit Union or its licensors or Service Providers and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All marks and logos related to the Electronic Services under this Agreement are either trademarks or registered trademarks of us or our licensors or Service Providers. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors or Service Providers. You may not copy, imitate, or use any of the above without our prior written consent. All right, title, and interest in and to the Electronic Services, the portion of the website through which the Electronic Services are offered, the technology related to the website and the Electronic Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors and Service Providers. No Content from the Electronic Services may be copied, reproduced, republished, uploaded, posted, transmitted, or

distributed in any way. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Electronic Services shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

e. In using or accessing the Electronic Services, you agree: (1) not to use the Electronic Services for fraudulent purposes; (2) not to "spam" others or "phish" for others' personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, attempt to obtain unauthorized access to or otherwise abuse, the Electronic Services or affiliated or linked websites; (5) not to use, frame or utilize framing techniques to enclose any marks or other proprietary information; (7) not to use meta tabs or any other "hidden text" utilizing a mark; and (8) not to use the Electronic Services in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person's privacy, violates any third-party proprietary rights, or is in violation of any law or regulation.

f. The Electronic Services may contain links to third-party websites and services, over which the Credit Union has no control. You acknowledge and agree that the Credit Union does not endorse, verify, or make any representations regarding these third-party websites or the materials disseminated or services provided by them and is not responsible for the availability of, and any liability arising from, any such third-party websites and services. The Credit Union is not liable to you or any other party for any loss or damage which may be incurred by you as a result of these third-party websites and services. We cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Electronic Services. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Electronic Services. This may include links from advertisers, or sponsors. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the sites may send cookies to users that we do not control. You may link to the home page of our website. However, you may not link to other pages of our website without our express written permission. You also may not "frame" material on our website without our express written permission. We reserve the right to disable links from any third-party sites to the website.

- g. You agree that this Agreement and the Related Agreements are the complete and exclusive statement of the agreements between us, set forth the entire understanding between us and you with respect to the Electronic Services and the portion of the platforms through which the Electronic Services are offered, and supersedes any proposal or prior agreement, oral or written, and any other communications between us.
- h. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of the rights and responsibilities under this Agreement to independent contractors or other third-party Service Providers.
- i. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- j. Any terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours, the terms of the Agreement will prevail.
- k. We shall not be deemed to have waived any of our rights hereunder or under the Related Agreements unless such waiver is in writing and signed by an authorized representative of the Credit Union. No delay or omission on our part in exercising any rights under this Agreement or any account agreement you have with us shall operate as a waiver of such rights or remedies.
- l. Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.
- m. This Agreement shall be binding upon the successors and/or assigns of both parties. Obligations of both parties with respect to confidential or private information and data pursuant to this Agreement remain in effect and shall continue and survive cancellation, termination, or expiration of this Agreement.

26. Your Acceptance

By accessing your account(s) via the Electronic Services you represent that you have read, fully understand and accept the terms of this Agreement.