



## COMMUNITY CREDIT UNION OF FLORIDA ONLINE BANKING AGREEMENT

The following information represents the Online Banking Agreement between you and Community Credit Union of Florida ("Credit Union," "we," "our," "ours"). This Agreement, including, as applicable, the signature card, rate and fee schedule, Truth in Savings Disclosures, Funds Availability Policy Disclosure, Electronic Funds Transfer Agreement and Disclosure, and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this "Agreement"), sets forth the terms and conditions governing the provision of Online Banking services to you or anyone authorized by you (collectively, "Member," "you," "your," "yours") and describes your and our rights, responsibilities and obligations. By clicking the "I agree" button at the end of this Agreement, you are electronically signing this Agreement, which shall be considered the same as your authorized written signature constituting your binding agreement to all terms, conditions, and notices contained or referenced in this Agreement. Community Credit Union of Florida, in its sole discretion, may not permit a Member to use the Service until Community Credit Union of Florida has determined that a Member has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Community Credit Union of Florida has had a reasonable opportunity to activate the Service. In any event, the Member agrees that the use by the Member of any Service shall, without any further action or execution or acceptance of any documentation on the part of the Member, constitute the Member's acceptance of and agreement to Community Credit Union of Florida's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by Community Credit Union of Florida. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Community Credit Union of Florida, intending to be legally bound, do hereby agree as follows:

### Article I. Definitions.

The following terms and definitions apply when used in this Agreement.

**1.1.** "Account" or "Accounts" means one or more checking, savings, money market deposit or loan account that you have with us.

**1.2.** "Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

**1.3.** "Account Agreement" means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

**1.4.** "Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.

**1.5.** "Bill Payment Service" means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via personal computer or mobile device, entered on the bill payment site.

**1.6.** "Bill Payment" or "Payment" means the remittance of funds, initiated through Online Banking Service, from a Bill Payment Account to a Payee.

**1.7.** "Business Day(s)" means Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

**1.8.** "Deposit Account Agreement" has the meaning provided in Section 10.7

**1.9.** “Electronic” means electronic, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

**1.10.** “Funds transfer” or “Transfer” means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.

**1.11.** “Online Banking” or “Service” means the service(s) described in this Agreement.

**1.12.** “Password” means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.

**1.13.** “Payee” means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.

**1.14.** “PC” means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.

Other definitions may be set forth elsewhere in this Agreement.

## **Article II. Setup and Use of Online Access Services.**

**2.1. Eligibility.** You must have at least one eligible deposit or loan account with us. If you have more than one Account or other relationship with us, we will “link” the Accounts together unless you request certain accounts not be linked. Accounts which are “linked” under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. Upon enrollment in the Service, you must designate a User Name and Password (the User Name and Password collectively are referred to as the “Access Codes”), required to gain access to Online Banking. The password must be a combination of at least 6 alpha-numeric characters.

“Eligible Accounts” include the following:

1. Checking (Demand Deposit) Accounts
2. Savings Accounts
3. Money Market Accounts
4. Loans
5. Certificates of Deposit

**2.2. Security Procedure.** The use of the Access Codes, in addition to other authentication methods described below, is a security procedure established by the Credit Union to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Codes from time to time for security reasons. You should keep your Access Codes in a secure location. Any person having access to your Access Codes will be able to access these Services and perform all transactions, including reviewing account information and making transfers to other accounts and to other persons. **You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts.**

**2.2.1.** You agree to comply with the “Security Procedures” and any other security procedures the Credit Union directs you to use, and you acknowledge and agree that the security procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a security procedure (“Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable security procedures unless and until you have notified us, according to notification procedures prescribed by us, that the security procedures or any security device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable security procedures constitutes sufficient authorization for the Credit Union to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Agreement or your deposit account maintained with the Credit Union, and you agree and intend that the submission of transactions and instructions using the security procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be

bound by any and all transactions initiated through the use of such security procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the security procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

**2.2.2.** You agree to keep all security procedures and security devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any security procedures or security devices to any unauthorized person. Where you have the ability to change or modify a security device from time to time (e.g., a password or user name), you agree to change security devices frequently in order to ensure the security of the security device, and in any event no less frequently than every six months. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any security procedures or security device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new security device or establish new security procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions.

**2.2.3.** You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any security devices in the possession of any of your authorized representative(s) whose authority to have the security device has been revoked.

**2.2.4.** We reserve the right to modify, amend, supplement, or cancel any or all security procedures, and/or to cancel or replace any security device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in security procedures; provided that we may make any change in security procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed security procedures after any change in security procedures shall constitute your agreement to the change and your agreement that the applicable security procedures, as changed, are commercially reasonable and adequate for the purposes intended.

**2.3. Access.** Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Credit Union may change the terms and conditions of this Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of Online Banking after the effective date of such changes will constitute your consent to the changes.

**2.4. Equipment Requirements.** In order to use the Services, you must first obtain your own personal computer, mobile device, or tablet with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and/or Software. The Internet access requirements and other Software and Hardware requirements may be obtained at our website at <https://www.ccuflorida.org/home/services>. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services' website. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your PC or mobile device, and for all related costs. You are solely responsible for virus protection and maintenance of your PC. The Credit Union shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Credit Union may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered.

### **Article III. Consumer Online Access Services.**

**3.1. Available Services.** Members may use the Services to:

- .1.** Make transfers between accounts you may have with us

- .2. Make payments to a payee from your account(s) (Bill Payment Service)
- .3. Obtain account balances. Your account balance is generally updated in real time and balances are updated as transactions are processed, but there may be some delay and balances may not include current transactions (such as deposit made via our Remote Deposit Capture products and checks drawn on your account contained in large deposits made over the counter). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
- .4. Review recent transactions on your accounts (Note: Histories of recent transactions generally extend for the current and previous account statement periods.)
- .5. Transfer money to make loan payments
- .6. Transfer money from line of credit to transactional accounts
- .7. Complete member to member transfers
- .8. Apply for loans
- .9. Apply for new accounts
- .10. Communicate directly with the Credit Union via the Online Banking secure message center
- .11. Download account information in various formats for use with certain financial software programs and/or spreadsheets. (Note: We are not responsible for the accuracy of data or for its integration with financial software)
- .12. Issue stop payment orders
- .13. Order checks
- .14. Change address or update personal information on account
- .15. View check images
- .16. Make transfers between accounts you may have with us and accounts you have with other Financial Institutions (Bank-to-Bank Transfer Service)
- .17. Set-up and receive account alerts
- .18. View account statements
- .19. View credit card and mortgage information
- .20. Complete loan payments from an external financial institution
- .21. Access FICO® score
- .22. View accounts held at external financial institutions through Money Management
- .23. Request skip a payment
- .24. Submit a credit card balance transfer request
- .25. Opt in for overdraft protection services
- .26. Submit travel alert form
- .27. Opt in for TCPA
- .28. Utilize the Skip Pay service, if available (see separate eligibility requirements and separate terms and conditions)
- .29. Access TurboTax, which is a third-party service (separate terms and conditions may apply)
- .30. Access Debit Card Round Up service (see separate terms and conditions)
- .31. Access QCash, if available (see separate terms and conditions)
- .32. Access HomeAdvantage, which is a third-party service (separate terms and conditions may apply)
- .33. Once offered by the Credit Union, a Chat service (separate terms and conditions apply)

From time to time, we may develop additional Online Banking services. As such services are developed and offered, you will have the opportunity to add them to your Online Banking Service, provided you are eligible, agree to any separate terms and conditions and have compatible hardware and software.

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us. Additional terms and conditions apply to many of these activities including, but not limited to, the activities identified above. For each activity, the separate terms and conditions are incorporated by references as if fully stated herein.

**3.2. Additional Services.** Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at <https://www.ccuflorida.org/home/services>. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

**3.3. Restrictions & Limits.** In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Credit Union, as it may determine at any time

and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

**3.4. Vendor.** You acknowledge and agree that the Service is provided by an independent third party service provider (“Vendor”) as selected by the Credit Union, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Credit Union. Neither the Credit Union nor the Vendor is responsible for the actions or omissions of the other.

**3.5. Consumer Disclosure Provisions.**

**3.5.1. Unauthorized Transactions.** To the extent a transaction is an “electronic fund transfer” under Consumer Financial Protection Bureau Regulation E, tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that an Online Banking transaction has been made without your permission using your account information. Telephoning is the best way of keeping your possible losses down. Call us at or write to us at the number or location provided in Section 10.6. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50.00 if someone used your Access Code or made a transaction without your authorization.

If you DO NOT tell us within two (2) business days after you learn of the loss, theft, or unauthorized transaction, and we can prove we could have stopped someone from using your Access Code or the Service without your authorization if you had told us, you could lose as much as \$500.00. Also, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods as may be reasonable under the circumstances.

**3.5.2. Credit Union’s Failure to Complete Transactions.** To the extent that a Service transaction is an “electronic fund transfer” under Consumer Financial Protection Bureau Regulation E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

- .1. Through no fault of ours, you do not have sufficient collected funds in the Account to complete the transaction;
- .2. The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
- .3. Your PC, mobile device, Internet service provider, telephone line, modem, or other equipment is not operating properly;
- .4. The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
- .5. You do not properly follow the instructional materials provided in connection with Online Banking;
- .6. You do not authorize a payment within a sufficient period of time for your payment to be received by the payee by the due date;
- .7. You have not provided us with the correct payee name, address, account information, payment amount, or other instructions necessary to complete the payment, or the foregoing instructions stored on your PC’s hard drive or the host system have been lost;
- .8. A payee mishandles or delays the handling of payments sent by us;
- .9. Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;

- .10. Your Access Code has been reported lost or stolen;
- .11. We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
- .12. You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
- .13. Your telephone service has been disconnected or there are deficiencies in the quality of your telephone line;
- .14. Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- .15. Making a transfer would cause us to violate any law, rule, or regulation to which we are subject;
- .16. Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).

There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law.

**3.5.3. Error Resolution.** In case of errors or questions about your electronic transfers - telephone us, email us, or write us at the number or location provided in Section 10.6 as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of your online banking account, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your account activity. You must:

- .1. Tell us your name and the account number.
- .2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- .3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your account within ten (10) business days (twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days (twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account), we will not credit your account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) for our investigation.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **Article IV. Additional Information about the Services.**

**4.1. Account Access.** Transfers and payments from your account will be deducted on the date you instruct us to process them. If the date you schedule a transfer or payment falls on a weekend or holiday, we will process your

transaction the previous transfer day. We may refuse to act on your transfer instructions or payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your account on the date you want us to make the transfer or payment.

**4.2. Processing Fund Transfers.** Transfers from and to accounts that you maintain with us are made immediately at the time that you make the transfer.

If there are insufficient funds in your account, including overdraft protection, to make a transfer, we will refuse to make the transfer.

**4.3. Canceling Transfers or Payments.** You may cancel a pending transfer or payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the transfer day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

**4.4. Transfer(s) from Savings/Money Market Deposit Accounts.** Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per monthly statement cycle. Each fund transfer through these services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each calendar monthly statement cycle. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

**4.5. Telephone Calls and Texts from the Credit Union to You.** You expressly consent and agree that the Credit Union, (its affiliates, agents, assigns, service providers, debt collectors, or anyone calling on its behalf), in order to administer and service your account, may contact you at any telephone number or electronic address that you provide now or in the future. Telephone numbers include but are not limited to: landline phone numbers, wireless telephone numbers, and/or numbers assigned to other wireless devices, regardless of whether you incur charges as a result. You agree that the Credit Union may contact you in any way, including calls or text messages delivered by an automatic telephone dialing system, an automated system, or an artificial or prerecorded voice, or via email, as applicable, to deliver information, and for all other lawful purposes. The Credit Union may place such calls or texts to (i) notify you regarding your account(s); (ii) troubleshoot problems with your account(s); (iii) resolve a dispute; (iv) collect a debt; (v) provide alerts regarding your account(s); or (vi) as otherwise necessary to service your account(s). Accordingly, all such communications will be regarding services that you receive from the Credit Union or those services you are requesting.

You certify that you are the current subscriber or customary user of all telephone numbers you have provided to the Credit Union. Standard rates and fees from your telephone provider may apply to any such call or text. You understand that you are not required to provide this consent in order to receive any service from the Credit Union. You have the right to revoke consent at any time for any and all telephone numbers. You may revoke that consent either by emailing the Credit Union at [memberservices@ccuflorida.org](mailto:memberservices@ccuflorida.org), or by notifying the Credit Union through any other reasonable means.

You agree to notify the Credit Union at any time your contact information changes, particularly if any telephone number you initially provided to the Credit Union is no longer a valid number at which you can be contacted.

**4.6. Electronic Communications and Notifications.**

**4.6.1. Emails.** The Credit Union will not immediately receive email that you send. Therefore, you should not rely on email if you need to communicate to the Credit Union immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Credit Union immediately by calling Member Services (see Section 10.6). The Credit Union will not take actions based on your email requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Please see additional information regarding emails located in Section 10.1.

**4.6.2. Account Alerts.** You may have the ability to set up an "Account Alert," which is a convenience feature that permits you to request a notification of specific situations. For example, you can request an account notification when an account has reached a certain balance or check has been processed. You are responsible to input accurate information to set up the account alert. Account alerts do not replace standard communications received from us concerning your accounts. We are not responsible for any losses, damages or expenses that may occur if an account notification is not set up properly or is not processed as a result of factors beyond our reasonable control. You agree to keep your email address up to date, using the service.

**4.6.3. Secure Messaging.** You may communicate with us using the Secure Messaging feature offered as part of the Service. You agree not to use this feature to conduct transactions on an account, to seek to accomplish any of the available services listed in Section 3.1, or to provide us with instructions or notice. We may post messages for you in the secure location of our website. We may also use email to notify you that a new message has been posted. After you log in, you agree to review all messages. You agree to keep your email address up to date, using the service. You will be deemed to have "received" the message upon receipt and opening of the email message, or by the next business day after we post it to the website and send you a notification of availability, whichever occurs earliest.

We may not immediately receive messages that you send and we will not take action based on any requests until we actually receive your message and have had a reasonable opportunity to act. Therefore, you should not rely on secure messaging if you need our immediate attention. In such cases, you should contact the Credit Union immediately by calling Member Services (see Section 10.6). For example, if you need to report an unauthorized transaction from one of your accounts, you should call us to ensure prompt action on your request.

**4.7. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.** If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Banking transfer to be made, then the electronic funds transfer will have priority and the Online Banking transfer will be refused or will result in an overdraft on your account. This is at the Credit Union's sole discretion.

**4.8. Bill Payment Service.**

**4.8.1.** You can arrange, at your option, for the payment of your current, future and recurring bills from your designated bill pay account. You may be required separately to enroll in the bill payment service. For the bill payment service, your payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through the bill payment service. Please include the full name of the payee and a complete mailing address and telephone number for each payee, along with your account number with the payee, the amount of the payment, and whether the payment is recurring. The Credit Union reserves the right to decline to make payments to certain persons and entities. You agree that any payment for taxes, payments that are court-ordered, government payments and payments outside of the United States are prohibited and you agree that you will not attempt to use the service to make these types of payments. On recurring payments, it is the responsibility of the account owner or designated authorized users to update payee account information such as address changes, account numbers, etc.

Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit.

**4.8.2.** You may schedule payments to be initiated on the current business day, on a future date, or on the same date of each month. If you are scheduling a payment for the current day it must be initiated prior to 10:30 PM EST for standard bill payments or 4:00 PM EST for next day expedited bill payments. Changes to previously scheduled payments must be made prior to 10:30 PM EST for standard bill payments or 4:00 PM EST for next day expedited bill payments. Although you can enter payment information through the service twenty-four (24) hours a day, seven (7) days a week, the Credit Union only initiates on business days. Funds must be available in your account on the scheduled payment date. After funds are withdrawn from your account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. Funds will be deducted from your account (whether we make these payments electronically or by check) on: (a) the business day we process the bill pay request, if you schedule a payment for processing the same business day as the day of receipt by us of that request; and (b) the business day immediately preceding the date you schedule a payment for processing, if the bill payment is future dated (that is, set by you for processing on a future date). If you direct the initiation of a payment to occur on a day other than a business day, it will be initiated on the previous business day. The bill payment service will indicate whether a payee is paid electronically or by check.

You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee. The Credit Union is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the payee. There is no limit on the number of payees or number of payments that may be authorized. The maximum per payment amount is \$9,999.99. Electronic payments are subject to the availability of sufficient funds in the designated checking account. However, the Credit Union reserves the right to impose limits at some future date, with proper written notice. You

acknowledge and agree that if you describe a payee inconsistently by name and account number, scheduled bill payment transactions to the payee will occur on the basis of the account number, even if it identifies a person other than the named payee.

For all subsequent payments, you agree to allow at least two (2) to five (5) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. For scheduling purposes, the first business day after we receive your bill payment request should be counted as day 1. If you schedule your payment and follow all instructions provided, and the payment is not received by the payee in a timely manner, a representative of the Credit Union will work with the payee on your behalf to have any late fees or charges reversed.

You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account. Bill Payments made by paper checks processed by nonaffiliated third parties may show as drawn on the third party processor or its bank rather than on you or on us. If your Bill Payment is sent by check and the check is not presented for payment within 90 days, we may stop payment on the check. If we do so, we may delay crediting the check amount to your Account. You agree to reimburse us if the check is later cleared and payment occurs, notwithstanding our stop payment of the check.

**4.8.3.** If payment is to be made electronically and your account does not have sufficient funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the transfer or payment will attempt to process. There will be two additional attempts to process the payment if the funds are not available. If after the third attempt, the transaction does not have sufficient funds, the bill payment account will be forwarded to a third party collection agency and your bill payment will be suspended until payment arrangements have been made. If you feel that your account has been suspended because of this, please contact Member Services at Community Credit Union. The Credit Union shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the service. In the case of recurring payments, any payments that are scheduled to process while the account is blocked will not be sent.

**4.8.4.** Recurring payments and transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring payments and transfers will be made automatically until you delete the payment or transfer or upon expiration. If the payment is not a recurring payment, it will be a "one-time payment." One-time payments do not recur and are not made until you enter the payee and amount of the current bill and submit the payment. A recurring bill payment service transaction that you want deleted must be deleted or the next payment date changed by 10:30 PM EST on the business day before the current transaction date.

A stop payment cannot be placed on an electronic bill payment transaction once issued. However, a stop payment can be placed on a bill payment transaction by bill payment check any time prior to final payment of the bill payment check.

There is no fee for deleting a payment initiated through bill payment; however a fee may apply for a stop on a bill payment check.

In the event a payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either research and correct the payment information or to void the payment and re-credit your account.

**4.8.5.** If you close your bill payment account, or if we terminate your bill payment service, your online bill payment information will be lost and all pending payments will be cancelled. If you decide to terminate the bill payment service, you agree to cancel all future bill payments at the same time that you cancel your bill payment service, either by deleting those payments yourself using the bill payment service or by calling us at the number provided in Section 10.6. This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding payment orders (all one-time payments and all recurring payments) once your bill payment service has been terminated. Termination of the bill payment service will not automatically close your accounts and will not affect your obligations arising from past bill payment transactions.

## **Article V. Limitations.**

Your use of these Services is subject to the following limitations:

**5.1. Dollar Amount.** There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

**5.2. Frequency.** In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

**5.3. Foreign Transactions.** No payments may be made to payees outside the United States.

**5.4. Additional Limitations.** Additional limitations may be contained in this Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Credit Union or by applicable law.

## **Article VI. Parties' Responsibilities.**

### **6.1. Your Responsibility.**

#### **6.1.1. Physical and Electronic Security.**

**.1.** You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and the Credit Union is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. The Credit Union is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

**.2.** You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against email fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You acknowledge that the Credit Union will never contact you by email in order to ask for or to verify account numbers, security devices, or any sensitive or confidential information, and will never provide links to websites in emails that the Credit Union transmits to you. In the event you receive an email or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not respond to the email, provide any information to the email sender, click on any links in the email, or otherwise comply with any instructions in the email. To the extent allowed by law, you agree that the Credit Union is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, email, or internet fraud.

**.3.** In the event of a breach of the security procedure, you agree to assist the Credit Union in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing the Credit Union or the Credit Union's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the security procedure. You further agree to provide to the Credit Union any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist the Credit Union shall be an admission by you that the breach of the security procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the security procedure from you and not from a source controlled by the Credit Union.

**6.1.2. Duty to Inspect.** You shall inspect all transaction history, reports, journals, and other material evidencing the output of the service(s) performed by the Credit Union. You must report all errors to the Credit Union for services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the service(s) is rendered. You must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Credit Union any claims arising from the error or any loss caused by the error.

**6.1.3. Financial Information.** The Credit Union may from time to time request information from you in order to evaluate a continuation of the service(s) to be provided by the Credit Union hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by the Credit Union, in the form required by the Credit Union. If you refuse to provide the requested financial information, or if the Credit Union concludes in its sole discretion that the credit risk of you is unacceptable, the Credit Union may terminate the service according to the provisions hereof. You authorize the Credit Union to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any services and to request reports from credit bureaus and reporting agencies for such purpose.

**6.1.4. Deadlines.** You shall deliver or transmit all data or information to the Credit Union by the deadline(s) specified in this Agreement. The Credit Union shall have no obligation to process data or perform the Service if the data is not received by the Credit Union by the specified deadline.

**6.1.5. Payment for Services.**

**.1.** You agree to pay the Credit Union the fees established by the Credit Union for rendering the Services under the terms of this Agreement. Depending on which Online Banking services you subscribe to, you will be charged the applicable Online Banking fees as set forth in our general information and Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed, you will be charged the applicable monthly fee(s) whether or not you use Online Banking.

**.2.** The Credit Union may change or add any fees for Online Banking by the procedures outlined in Article IX for amending this Agreement. Fees charged for Online Banking under this Agreement are in addition to any service charges or fees that apply to your accounts with us.

**.3.** You authorize the Credit Union to deduct all applicable monthly fees from the primary account you have specified. If you close the primary account, you must notify us and identify a new primary account for the selected services, and unless and/or until you notify us and identify a new primary account, fees may be deducted from any other account you maintain with us or any of our affiliates. Furthermore, the Credit Union may offset against any amount it owes to you in order to obtain payment of your obligations under this Agreement.

**.4.** In addition to the service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by the Credit Union). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

**6.2. The Credit Union's Responsibilities.** The Credit Union agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses the Credit Union may incur in collecting any sums you owe to the Credit Union for overdrafts, service charges or otherwise or in enforcing any rights the Credit Union may have under the terms of this Agreement or applicable law, rule or regulation applicable to your account(s) or the Services rendered by the Credit Union under this Agreement. You also agree to pay all attorneys' fees, costs and expenses that the Credit Union may incur as the result of defending any claim or action made against the Credit Union by you or on your behalf where the Credit Union is found not to be liable for such claim. In no event shall the Credit Union be liable to you for attorneys' fees incurred by you in any action brought by you against the Credit Union.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

**6.2.1. Access.** We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

**6.2.2. Your Computer Equipment & Your Software.** We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Mozilla Firefox®, Microsoft Internet Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or QuickBooks®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Online Banking Services.

### **6.2.3. Any Transaction or Instruction.**

We will not honor a request for a transfer if:

(a) it exceeds your collected and available funds on deposit with the Credit Union; (b) it is not in accordance with any condition indicated by you and agreed to by the Credit Union; (c) the Credit Union has reason to believe it may not be authorized by you; (d) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) it is not in accordance with any other requirement stated in this Agreement or any Credit Union policy, procedure or practice; or, (g) it is for the protection of the Credit Union or you, the Credit Union has reasonable cause not to honor.

### **Article VII. Privacy/Information Sharing.**

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our banking locations.

### **Article VIII. Termination.**

**8.1. Termination Upon Written Notice.** Either you or the Credit Union may terminate this Agreement and your Online Banking subscription at any time upon giving at least ten (10) days prior written notice of the termination to the other party. If you terminate Online Banking, you authorize the Credit Union to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Credit Union has had a reasonable opportunity to act upon your termination notice. Once the Credit Union has acted upon your termination notice, the Credit Union will make no further transfers from your accounts, including any transfers you have previously authorized. If the Credit Union terminates your use of Online Banking, the Credit Union reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

**8.2. Immediate Termination.** Notwithstanding Section 8.1, The Credit Union may immediately terminate this Agreement without notice if, (a) you or we close your Account(s), or (b) in the Credit Union's sole discretion, the Credit Union determines that you have abused the Online Banking Service or the Credit Union believes that it will suffer a loss or other damage if the Agreement is not terminated.

**8.3. Rights Cumulative.** The Credit Union's election to terminate this Agreement is in addition to any and all other remedies that may be available to the Credit Union and will not affect any obligations you may have to the Credit Union. Any reinstatement of the Service under this Agreement will be at the Credit Union's sole discretion and must be agreed upon in writing by an authorized representative of the Credit Union.

**8.4. Rights/Duties Upon Termination.** Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within thirty (30) days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Agreement, (i) you will promptly pay to the Credit Union all sums due or to become due under this Agreement, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

### **Article IX. Changes in Terms and Other Amendments.**

Where the EFTA and REG E apply, the Credit Union may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by email or electronic communication through Online Banking, at least 21 days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in:

- Increased fees for you;

- Increased liability for you;
- Fewer types of available electronic fund transfers; or
- Stricter limitations on the frequency or dollar amount of transfers.

If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or with the next regularly scheduled periodic statement or within 30 days of making the change permanent. Such notices will also be published on the Credit Union's website.

If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

Your continued use of Online Banking is your agreement to any amendments of the Agreement, including the Instructions as may be amended from time to time.

**Article X. Other Provisions.**

**10.1. Electronic Notices.** We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by email or other appropriate electronic means in accordance with the Credit Union's Electronic Statement Delivery Authorization and Agreement.

You may use email to contact us about inquiries, maintenance and/or some problem resolution issues. Email may not be a secure method of communication. We recommend you do not send confidential personal or financial information by email. Likewise, for your security, we do not accept instructions for the operation of your Accounts by email. We also do not communicate with you through email except as provided in this Section 10.1 and in Section 4.6. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **DO NOT USE EMAIL**. Instead, you should call us at the number provided in Section 10.6.

**10.2. Hours of Operation.** Our representatives are available to assist you from the hours of 8:00 a.m. to 6:00 PM EST, Monday through Friday, except holidays, by calling the number provided in Section 10.6. Limited services are available after 6:00 PM EST.

**10.3. Ownership of Website.** The content, information and offers on our website are copyrighted by the Credit Union and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Credit Union's sites are the trademarks, service marks or logos of the Credit Union, or others as indicated.

**10.4. Web-linking Practices.** The Credit Union may provide access to information, products or services offered on other third party websites. The Credit Union is not responsible for, nor does control, the content, products, or serviced provided by linked sites. The Credit Union does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Credit Union and have a privacy policy different than that of the Credit Union. Your access, use and reliance upon such content, products or services is at your own risk.

**10.5. Geographic Restrictions.** The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at our website are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

**10.6. Contact Information.** In case of questions about your electronic transactions contact member service at:

(321) 690-2328 or (800) 690-2338

or write to:

Community Credit Union of Florida

1030 South US Highway 1  
Rockledge, FL 32955  
Fax: (321) 636-3121

Email: Secure email can be accessed within your online banking account or email general membership questions to [memberservices@ccuflorida.org](mailto:memberservices@ccuflorida.org). DO NOT SEND account numbers or personal information through our general email address.

**10.7. Deposit Account Agreement.** You acknowledge and agree that your demand deposit account maintained with the Credit Union is an integral part of the Services offered by the Credit Union and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and the Credit Union. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by the Credit Union. If you have not signed the foregoing forms required by the Credit Union, by signing this Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by the Credit Union.

**10.8. Effective Dates.** The effective date of this Agreement shall be the date upon which the Agreement is executed by you and accepted by the Credit Union.

**10.9. Internet Disclaimer.** For any Service(s) described in the Agreement utilizing the Internet, the Credit Union does not and cannot control the flow of data to or from the Credit Union's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). The Credit Union cannot guarantee that such events will not occur. Accordingly, the Credit Union disclaims any and all liability resulting from or related to such events and in no event shall the Credit Union be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or the Credit Union's ability to connect to the Internet on your behalf.

**10.10. Limitation of Liability.**

**10.10.1.** YOU AGREE THAT THE CREDIT UNION SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, THE CREDIT UNION OR THE CREDIT UNION'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.10.2.** TO THE FULLEST EXTENT ALLOWED BY LAW, THE CREDIT UNION'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM THE CREDIT UNION'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. NOTWITHSTANDING THE FOREGOING, THE CREDIT UNION'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (i) MEMBER'S ACTUAL DAMAGES OR (ii) THE TOTAL FEES PAID BY MEMBER TO THE CREDIT UNION FOR THE SERVICES FOR THE PERIOD OF SIX MONTHS IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**10.10.3.** YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY THE CREDIT UNION ON AN "AS IS" BASIS.

**10.10.4.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CREDIT UNION MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY,

OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY CREDIT UNION EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

**10.10.5.** THE CREDIT UNION MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR MOBILE DEVICE OR TABLET, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF CREDIT UNION'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**10.10.6.** THE CREDIT UNION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, YOUR MOBILE DEVICE OR TABLET, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY THE CREDIT UNION TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO THE CREDIT UNION OR FROM THE CREDIT UNION TO YOU. THE CREDIT UNION SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE, YOUR MOBILE DEVICE OR TABLET.

**10.11. Force Majeure.** The Credit Union shall not be responsible for any liability, loss, or damage resulting from the Credit Union's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Credit Union's control.

**10.12. Reimbursement.** Any reimbursement by the Credit Union for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

**10.13. ARBITRATION AND WAIVER OF JURY TRIAL.** YOU AND THE CREDIT UNION AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND THE CREDIT UNION, OR BETWEEN YOU AND ANY OF THE CREDIT UNION'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES ("THE ARBITRATION RULES"). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND CREDIT UNION. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT.

**10.14. Governing Law.** These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions and without regard to your state of residence.

**10.15. Enforcement.** In the event a dispute arises either directly or indirectly under this Agreement, the venue for any and all litigation resulting therefrom shall be in a court of appropriate jurisdiction in the State of Florida. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

**10.16. Miscellaneous Provisions.**

**10.16.1. Headings.** The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

**10.16.2. Severability.** The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

**10.16.3. Waiver.** No waiver by the Credit Union (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind the Credit Union to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

**10.16.4. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

**10.16.5. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

**10.16.6. Transfers and Assignments.** You cannot transfer or assign any rights or obligations under this Agreement without the Credit Union's written consent. The Credit Union may assign its rights and delegate its duties under this Agreement to a company affiliated with the Credit Union or to any other party.

**10.17. Authority and Joint Accounts.** You hereby represent and warrant that you have full right, authority and power to execute, deliver and perform this Agreement. If this account is a joint account, you are jointly and separately liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change payments or transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. However, each of you will only be permitted to access accounts for which you are an owner or authorized user.

Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Online Banking account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

**Article XI. Mobile Banking Service.**

If you have selected the Mobile Banking Service, the following terms and conditions are applicable to the Mobile Banking Service.

**11.1.** If we approve Mobile Banking for your accounts, a password will be assigned to you. You must use your password along with your account number to access your accounts. Mobile Banking Service refers generally to any service allowing an existing Credit Union member to access and view accounts selected by the member from a web-enabled mobile phone or device ("Mobile Device") whose network allows secure SSL traffic. Mobile Banking does not include services provided and accessed via SMS text messaging. Such services are covered under "Text Banking" and addressed below. We do not guarantee the functionality of Mobile Banking on all wireless devices; however, generally, Mobile Banking should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. This proprietary solution adapts to any screen size and can

change dynamically to present items on any screen in a pleasing format. At the present time, you may use Mobile Banking to:

- Obtain account information, including withdrawals and debits to your accounts
- Transfer funds to another account you have with the credit union, including loans
- Obtain balance information
- Obtain account history
- Pay bills
- View rates
- Find branch and ATM locations
- Deposit checks/Share drafts
- Complete loan payments from an external account
- Send money to another individual using Popmoney
- Access FICO® Scores
- Member to Member Transfers
- View accounts held at external financial institutions through Money Management
- Utilize the Skip Pay service, if available (see separate eligibility requirements and separate terms and conditions)
- Access Debit Card Round Up service (see separate terms and conditions)
- Access Credit Card
- Access QCash, if available (see separate terms and conditions)
- Access HomeAdvantage, which is a third-party service (separate terms and conditions may apply)
- Utilize SecurLOCK, which is a third-party service (separate terms and conditions may apply)
- Once offered by the Credit Union, a Chat service (separate terms and conditions apply)
- From time to time, we may develop additional Mobile Banking services. As such services are developed, you will have the opportunity to add them to your Mobile Banking Service, provided you provided you are eligible, agree to any separate terms and conditions and have compatible wireless hardware and software.

**11.2.** In most cases you may use the Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Credit Union, as it may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account. You acknowledge and agree that these services are provided by an independent third party service provider as selected by the Credit Union (“Licensor”) and that both the Licensor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Licensor is an independent contractor providing software and data transmission services and is not your agent or an agent of the Credit Union. Neither the Credit Union nor the Licensor is responsible for the actions or omissions of the other.

**11.3.** We will use reasonable efforts to make the Service available for your use on a continuous basis. This service may be interrupted for a short time each day for data processing and/or system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

**11.4.** Because the Mobile Banking Service is similar to Online Banking on a personal computer, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware

and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against email and/or text messaging fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). You acknowledge that, other than at the time you are registering for this Service, the Credit Union will never contact you by email or text message in order to ask for or to verify account numbers, security devices, or any sensitive or confidential information, and will never provide links to websites in emails or text messages that the Credit Union transmits to you. In the event you receive an email, text message, or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not respond to the communication, provide any information to the sender of the communication, click on any links in the communication, or otherwise comply with any instructions in the communication. To the extent allowed by law, you agree that the Credit Union is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, email, text message or Internet fraud.

**11.5.** We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds.

**11.6.** You may use mobile banking to deposit checks/share drafts. To do so you must first agree to the terms and conditions outlined in the Community Credit Union of Florida Mobile Remote Deposit Capture Services Addendum.

**11.7.** If you have signed up for our Online Bill Payment Service, you can use this Service to initiate one-time immediate bill payments, which will be processed during the next bill pay processing time. The Credit Union reserves the right to decline to make payments to certain persons and entities. You agree that any payment for taxes, payments that are court-ordered, payments to settle securities purchases, payments to interest bearing accounts, government payments and payments outside of the United States and other payments listed in the Online Banking and/or Online Bill Payments Sections of this Agreement are prohibited and you agree that you will not attempt to use the Service to make these types of payments. Please refer to the Online Bill Payments Section of this Agreement for the procedures that must be followed to perform these functions.

**11.8.** Upon completion of a transfer or payment, a confirmation message will be displayed on your Mobile Device confirming that the transaction has been completed. If Alerts have been enabled, an SMS Text message or email will be sent to confirm the transfer or payment. You should record the payee information (if applicable), the date of the transfer or payment, and the amount of the transfer or payment, in your checkbook/transaction register or other permanent record. This procedure will help in resolving any problems that may occur. No printed receipts are issued through the Service.

**11.9.** The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries or transfer requests you may make in any one (1) day.
- There are maximum withdrawal and transfer limits, please contact the credit union for limitations that may apply.
- You may transfer or withdraw up to a designated maximum, not to exceed the available balance in your account, dependent on your credit worthiness.

**11.10.** The United States controls the export of products and information containing encryption ("Controlled Technology"). You agree to comply with such restrictions and not to export or re-export any Controlled Technology within the Service to countries or persons prohibited under the Export Administration Regulations ("EAR"). By downloading any products or information from this Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from locations where

its contents or use is illegal is prohibited by the Credit Union. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

**11.11.** Other than your materials and account information, all content received on the Mobile Banking Service is the exclusive property of the Credit Union and/or Licensor and is protected by copyrights or other intellectual property rights.

**11.12.** You are responsible for the following in connection with your use of the Service:

- You agree to provide true, accurate, current, and complete information about yourself as requested in registering for the Service, and you agree to not misrepresent your identity.
- You agree not to use the Service to conduct any business or activity or solicit the performance of any activity that is prohibited by law or any contractual provision by which you are bound with any person. You agree to comply with all applicable laws, rules, and regulations in connection with the Service. You agree to notify us in a timely manner in the event you lose, change, or destroy the device whose phone number is registered with the Mobile Banking Service.
- You agree not to use any personally identifiable information when providing shortcuts or creating nicknames to your Accounts.
- You shall inspect all transaction history, reports, journals, and other material evidencing the output of the service(s) performed by the Credit Union. You must report all errors to the Credit Union for services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed sixty (60) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Credit Union any claims arising from the error or any loss caused by the error.

**11.13.** YOU UNDERSTAND THAT THERE ARE RISKS ASSOCIATED WITH USING A MOBILE DEVICE, AND THAT IN THE EVENT OF THEFT OR LOSS, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED.

**11.14.** In addition to the indemnification and liability provisions contained elsewhere in this Agreement, the following provisions apply: You agree to indemnify, defend, and hold the Credit Union and our affiliates, officers, directors, employees, consultants, agents, Mobile Banking Service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees) arising from damages that result from misuse or loss of your phone or misuse of the Service. You also agree to the terms of the indemnification clause as specified in the Online Banking Section above.

**11.15.** We may, from time to time, revise or update, or perform maintenance upon, our program, the Mobile Banking Service, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Mobile Banking Service from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our programs, the Services, and/or related material and limit access to our more recent versions and updates. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.

**11.16. Text Banking.** If we approve Text Banking for your accounts, a code will be sent to your assigned mobile phone number to verify your identity. You must enter the code in a text message to us to access your accounts for the first time. After entering the code and accessing the Text Banking Service, you will not be required to enter any type of code or password to gain access to the Text Banking Service. The Text Banking Services enables you to access your account(s) through an SMS text enabled Mobile Device. By activating/registering your Mobile Devices for this service, you agree to receive and send electronic text messages about your Accounts. The Credit Union will send text messages to you based upon the instructions you provide at the time of the SMS request that you send. You hereby acknowledge and accept that each message is sent to you without being encrypted and will include certain information requested on your Account(s) At the present time, you may use Text Banking to:

- Obtain account balance information
- Transfer funds between your primary savings (share) and primary checking (share draft) accounts

- Obtain account history

**11.16.1.** You may request and receive text messages concerning your accounts on any text enabled Mobile Device. It is your responsibility to determine if your wireless carrier provider supports text messages and your Mobile Device is capable of receiving text messages. The Credit Union's SMS messages are subject to the terms and conditions of your agreement(s) with your wireless carrier provider. Community Credit Union of Florida does not charge for Text Banking, however, your mobile service provider may charge for sending and receiving text messages on your mobile phone or other approved access device(s). Check with your service provider for details on specific fees and charges that may apply.

**11.16.2.** Once you activate your Mobile Device for this Service, **YOU** are responsible for keeping any personal information in your Mobile Device secure. For your protection, you agree to:

- Log in to Online Banking and cancel SMS Texting if you or your wireless carrier provider is cancelled.
- Log in to Online Banking and cancel SMS Texting if your Mobile Device is lost or stolen.
- Contact the Credit Union if your Mobile Device is lost or stolen.
- Log in to Online Banking and cancel or edit SMS Texting if there are changes to your wireless carrier provider or Mobile Device number (cell phone number).
- Erase your "Sent Message" and "Inbox" that may contain your SMS PIN number or other personal information.

**11.16.3.** You acknowledge, agree and understand that your receipt of any SMS messages may be delayed or prevented by factor(s) affecting your wireless carrier provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message(s).

**11.16.4.** You agree to the terms of the indemnification clause as specified in the Online Banking Section above. You also agree not to hold the Credit Union liable for any losses, damages or costs that may arise in whole or in part, from:

- Non-delivery, delayed delivery, or the misdirected delivery of any message.
- Inaccurate or incomplete content in any message.
- Your reliance on or use of the information provided in any SMS service message for any purpose.

**11.16.5.** The Credit Union provides this service as a convenience to you. We do not use text messages for any purpose not included in this system and will not respond to text messages sent to us that do not comply with appropriate action codes. A SMS message does not constitute an official record for the account to which it pertains. The Credit Union reserves the right to terminate this service or begin charging a fee for this service at any time without prior notice to you, except where required by law. All provisions of any agreements or disclosures previously made pertaining to your account(s) remain in effect and are not superseded or amended by this Agreement.

**11.17. YOU UNDERSTAND THAT THERE ARE RISKS ASSOCIATED WITH USING A MOBILE DEVICE, AND THAT IN THE EVENT OF THEFT OR LOSS, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED.**

**11.18.** This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds.

**11.19.** The following limitations on Text Banking transactions may apply:

- There is no limit to the number of inquiries or transfer requests you may make in any one (1) day.
- There are maximum withdrawal and transfer limits, please contact the credit union for limitations that may apply.
- You may transfer or withdraw up to a designated maximum, not to exceed the available balance in your account, dependent on your credit worthiness.

## **Article XII. External Funds Transfers.**

This Article XII governs your use of the External Transfer Service. With our fully interactive online money movement service (the "Funds Transfer with Member Assumed Risk Service" or the "Service"), you may transfer funds from any of your accounts at any financial institution to any other account held by you or another person ("Recipient") at the same or another financial institution - referred to in this agreement as "Transfer Accounts" - assuming that the transfer is permitted by your financial institution and by law. You acknowledge and agree that from time to time, and at any time, with or without notice to you, we may make the External Transfer Service available through or using one or more unaffiliated third party service providers. You agree that we have the right to delegate to such service providers all of the rights and performance obligations that we have under this External Transfer Service, and that such service providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provide to us.

**12.1. Acceptance of Terms** This Section Twelve of the Agreement sets out the terms and conditions on which our service provider and Community Credit Union of Florida will provide and you may use the Service and forms as part of a legally binding agreement between you and Community Credit Union of Florida. You must complete an application to receive the Funds Transfer with Member Assumed Risk Service. Once your account with Community Credit Union of Florida has terminated for any reason, you will have no further right or access to use the Funds Transfer with Member Assumed Risk Service. To use the Funds Transfer with Member Assumed Risk Service you must be at least eighteen (18) years old and be a resident of the United States.

**12.2. Information Authorization** By clicking on the "I Agree" box, you authorize us to verify your identity by obtaining information about your credit history from a consumer reporting agency. Community Credit Union of Florida and our service provider will obtain and use your credit information only in accordance with the Fair Credit Reporting Act ("FCRA") and other applicable law. We reserve the right to deny you access to the Service if we cannot verify your identity or other necessary information. We may approve or decline your application for the Service based upon our review of your consumer report, along with other information we deem relevant. If we deny your request to use the Service, you may obtain a free copy of the consumer report that we used from the consumer reporting agency that issued the report.

In addition to obtaining a consumer report, Community Credit Union of Florida and our service provider reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or persons to whom you may transfer funds, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Once you are approved for the Funds Transfer with Member Assumed Risk Service we may verify your Accounts that you add to the Service from time to time. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance.

Once the test transfer is complete we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts through requiring the entry of information you ordinarily use to access the Account provider's website, or by requiring you to submit proof of ownership of the Account.

**12.3. User Content**. Subject to Community Credit Union of Florida's Privacy Policy, you agree that Community Credit Union of Florida may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to Community Credit Union of Florida for the purpose of providing the Service, and you hereby give Community Credit Union of Florida a license to do so. By submitting Content, you represent that you have the right to license such Content to Community Credit Union of Florida for the purposes set forth in this Agreement.

**12.4. Accounts**. You understand that in order to complete fund transfers, it is necessary for Community Credit Union of Florida and our service provider to access the websites and databases of your bank and other institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and you

assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit Community Credit Union of Florida and our service provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

For as long as you are using the Service, you give to Community Credit Union of Florida and our service provider a limited power of attorney and appoint Community Credit Union of Florida and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as you might or could in person. Once Community Credit Union of Florida and/or our service provider has actual knowledge that you wish to cease using the Funds Transfer with Member Assumed Risk Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by Community Credit Union of Florida and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each Account provider is independent of Community Credit Union of Florida and your use of the Funds Transfer with Member Assumed Risk Service. Community Credit Union of Florida will not be responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

*YOU ACKNOWLEDGE AND AGREE THAT WHEN COMMUNITY CREDIT UNION OF FLORIDA AND OUR SERVICE PROVIDER ARE EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, COMMUNITY CREDIT UNION OF FLORIDA AND OUR SERVICE PROVIDER ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY.* You agree that Community Credit Union of Florida, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

*YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.*

Not all types of accounts are eligible for Funds Transfer with Member Assumed Risk. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

**12.5. Privacy Policy and Confidentiality.** We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Funds Transfer with Member Assumed Risk Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as "User Information"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

All of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent "cookies" on the browser to store any personal information. We have multiple levels of security that have been designed especially for us. You can see a full description of our security policy by clicking on "Security Policy". You can see a full description of our privacy policy by clicking on "Privacy Policy".

**12.6. Business Days.**

**12.6.1. Business Days and Daily Cut-Off for External Transfers.** The Credit Union will process requests for transfers on business days. The daily cutoff for external transfers is 4:00 PM EST. If you initiate an external transfer before 4:00 PM EST on a business day that we are open, we will consider that day to be the day you initiated the transfer. However, if you initiate an external transfer after 4:00 PM EST. or on a day we are not open, we will consider the transfer was initiated on the next business day we are open.

**12.7. Transfer Types and Limitations.**

**12.7.1. Types of Transfers.** You may use Funds Transfer with Member Assumed Risk to transfer funds between any two of your accounts about which you have provided the necessary information to funds transfer. Transfers can be between accounts within the same financial institution or at an unrelated financial institution. Transfers between accounts at the same institution may be effected more quickly by contacting the institution directly. You may also use the Service to transfer funds from one of your accounts to an account of a recipient. Specific instructions for transferring funds to an account of a recipient are available by clicking on the "Move Money" tab.

Some of these services may not be available at all times. We may from time to time make available additional or new features to the Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. Please ensure that you have sufficient funds to effect any funds transfers from your Accounts. We may at any time decline to effect any funds transfers that we believe may violate applicable law.

**12.7.2. Frequency of Transfers.** We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our service.

**12.7.3. Dollar Amount of Transfers.** You may not make funds transfers in excess of limits described on the service. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our service. Without limiting the foregoing, in the event that your use of the service has been suspended and reinstated as provided herein (see "Suspension and Reinstatement of Funds Transfer with Member Assumed Risk Service" below), you understand and agree that your use of the service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

**12.7.4. Transfers Subject to the Rules of the Accounts.** Additionally, all funds transfers are also subject to the rules and regulations governing the relevant accounts. You agree not to effect any funds transfers from or to an account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

**12.7.5. Rejection of Transfers.** We reserve the right to decline to effect any funds transfers, to submit funds transfer instructions or orders or to carry out change or cancellation requests.

**12.7.6. Authorization.** You authorize us to select any means to execute your funds transfer instructions. You understand that to effect your funds transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules, we debit one of your accounts and credit another of your accounts or an account of a recipient. Once your account has been debited, we credit our service provider's transfer account at the service provider's clearing bank. After our service provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between 3-4 banking days), our service provider will credit your or the recipients account. The sole purpose for our service provider's transfer account is to complete your funds transfer requests and for performing the services within the scope of this Agreement. The service provider earns no interest on the funds in the transfer account. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize our service provider to collect from the account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the account.

You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions. Community Credit Union of Florida will notify you of such fee in advance of the transaction. If

you choose to proceed with the transaction, you authorize Community Credit Union of Florida to debit your account in the amount indicated.

In the event that a debit to any of your accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable account in accordance with this Agreement (see "Documentation" below).

You understand and agree that in the event we are unable to execute your funds transfer request utilizing the ACH, we may utilize other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or check.

If you have requested for a funds transfer to a recipient, you must provide us with a true, correct, current email address for such recipient. We will contact the recipient, and ask the recipient to provide us with certain information, such as the account number and financial institution that they wish to transfer the funds to. If the recipient fails to reply to the email or fails to follow the instructions provided by us, we will notify you and credit your account for the amount of the transfer.

**12.8. Suspension and Reinstatement of Funds Transfer with Member Assumed Risk Service.** In the event that we at any time incur a problem with your use of the service, including without limitation a fail in Funds Transfer with Member Assumed Risk Service to debit any of your accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement (see "Error Reporting and Claims," below). We reserve the right in our sole discretion to grant or deny reinstatement of your use of the service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the service, Community Credit Union of Florida in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "Dollar Amount of Transfers," above).

**12.9. Documentation.** You may access a statement of all funds transfers effected or pending at any time by clicking on the Activity tab. If a funds transfer could not be completed, Community Credit Union of Florida and/or our service provider, upon learning that the funds transfer has failed, will make a reasonable effort to complete the transfer again. If the funds transfer fails a second time, we will notify you to contact your financial institution or other provider of the relevant Account to learn more about the failure.

**12.10. Your Responsibility for Errors.** 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. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but 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, Community Credit Union of Florida reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

**12.11. Proprietary Rights.** You acknowledge and agree that Community Credit Union of Florida and/or our service provider owns all rights in and to the Funds Transfer with Member Assumed Risk Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile Community Credit Union of Florida and/or our service provider's Funds Transfer with Member Assumed Risk Service or any of Community Credit Union of Florida and/or our service provider's services or technology.

**12.12. No Unlawful or Prohibited Use.** As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or use Funds Transfer with Member Assumed Risk Service to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

**12.13. 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 Service, regardless of the purpose of the use, and for all communications you send through the Service. We 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 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 Service or the portion of the site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the site or Service, or interfere or attempt to interfere, with the site or the 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 herein of any violations of this section or the Agreement generally.

**12.14. Service Changes and Discontinuation.** We may modify or discontinue the 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, subject to applicable law, to terminate your account and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of Community Credit Union of Florida 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 Services. We reserve the right to charge a fee for the use of the 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 Funds Transfer with Member Assumed Risk Service.

You may terminate your account with Funds Transfer with Member Assumed Risk at any time by clicking on "unsubscribe" from the "Settings" tab within Funds Transfer or by sending us a secure email through your online banking account or, if you prefer, by sending a registered or certified letter to Community Credit Union of Florida at 1030 S US Hwy 1, Rockledge, FL 32955. Once your account with Community Credit Union of Florida has terminated for any reason, you will have no further right or access to use the Funds Transfer with Member Assumed Risk Service, and Community Credit Union of Florida will not access your Accounts thereafter for any reason.

**12.15. Links to Third Party Sites.** The Community Credit Union of Florida website may contain links to other websites ("Linked Sites"). Such links are provided solely as a convenience to you. Community Credit Union of Florida does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that Community Credit Union of Florida, its affiliates, and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or your use of them.

**12.16. Security Procedures.** You understand that the financial institution at which an account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such account.

**12.17. Deviating from Security Procedures.** You agree to allow us to authorize any financial institution at which you have an account to accept funds transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial

institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

**12.18. Account Number Policy.** If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

**12.19. Joint Account Holder.** In submitting your application for the Funds Transfer with Member Assumed Risk Service, you confirm that, if any of your accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our Funds Transfer with Member Assumed Risk Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

**12.20. Means of Transfer.** You authorize us to select any means we deem suitable to provide your funds transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as CHIPS or automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period and if any interest is earned will be the property of Community Credit Union of Florida.

**12.21. Our Liability.** In addition to any other limitations of liability provision contained elsewhere in this Agreement, Community Credit Union of Florida is not responsible or liable if your or the recipient's financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, Community Credit Union of Florida shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of Community Credit Union of Florida hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a Funds Transfer with Member Assumed Risk or if the Community Credit Union of Florida website was not working properly and you knew about the breakdown when you started the funds transfer.

**12.22. Indemnification.** In addition to any other indemnification provision contained in this Agreement, you agree to indemnify, defend and hold harmless Community Credit Union of Florida, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the Funds Transfer with Member Assumed Risk Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the terms or your infringement, or infringement by any other user of your Funds Transfer with Member Assumed Risk account, of any intellectual property or other right of any person or entity.

**12.23. Recipient.** In the event that you are an intended recipient another customer (the "Transferor") has instructed us to transfer funds (the "Funds") to an account you designate at your bank or other financial institution (the "Account"), in addition to the Terms herein, you agree to accept the terms and conditions set forth below.

You authorize us to transfer the funds to your account. In order for us to complete the transfer, you will be prompted to provide us with the following information: 1) your full name; 2) your current residential address; 3) the name of

your bank or financial institution and ABA routing number (the 9-digit number that appears on the far left of the bottom of your check) of the financial institution which holds your account; and 4) the account number. We will utilize the Automated Clearing House (ACH) system to send the funds to your account. We will act on the information provided by you in completing ACH credit instructions to your account. If for any reason your financial institution returns the ACH credit or the credit goes to the wrong financial institution or account because you have provided us with incorrect information, we may in our sole discretion, take reasonable efforts to complete the credit transaction or return the funds to the transferor. You agree not to impersonate any person or use a name that you are not authorized to use. You warrant and represent that you are the person intended by the transferor and entitled to receive the funds; that you are not a person whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department; and that the information you will provide is true, correct and complete. We reserve the right to decline to complete any transfer, even after you have agreed to all of the terms, if we have reason to believe that completing the transfer would result in a violation of law or expose us to liability or risk of loss.

**12.24. Accuracy of Information.** You agree to comply with and to be bound by any terms or instructions set forth in any on-screen help or documentation we provide in connection with the Service. It is the responsibility of the sender and the recipient to ensure the accuracy of any information that they provide in order to make or receive payments through the service (including, but not limited to, the name, telephone number, email address, and/or account number of the recipient), and for informing us as soon as possible if they become aware that this information is inaccurate. Neither senders nor recipients may use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a payment made to the wrong person if we are timely informed about the error and are afforded a reasonable opportunity to make such an effort, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by any sender or recipient. We do not warrant or guarantee the identity of any user of the service (including, but not limited to, recipient to whom you send payments). You bear sole responsibility for confirming the identities of the parties to your service transactions, for correctly entering any information into the service application that is necessary to ensure a successful transaction, and for any errors in connection therewith. To the fullest extent permitted by law, we reserve the right to refuse to process or complete any transaction made through the service. We will attempt to notify you in the event we decide not to process a transaction initiated by you as a sender; however, we may not notify you if you attempt to initiate a transaction prohibited under this External Transfer Service Agreement or the Online Agreement.

**12.25. Service Provider.** You understand and agree that our service provider is not a bank, a broker-dealer firm, or any other kind of financial institution. You represent and warrant that you are who you claim to be; that you are the rightful owner of all content and the accounts linked for the purposes of the Funds Transfer with Member Assumed Risk Service; and that you are rightfully authorizing us to access the accounts.

### **Article XIII. Money Management & Purchase Rewards Offers.**

This Article XIII governs Money Management and the Purchase Rewards Offers application. If you decide to use either Money Management or the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

**13.1. License Grant and Restrictions.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the Money Management Service (the "Money Management Service") solely to manage your financial data, and the Purchase Rewards application ("Purchase Rewards Offers") to benefit from your debit card purchases.

In addition to the Money Management Service and the Purchase Rewards Offers, the terms Money Management Service and Purchase Rewards Offers also include any other programs, tools, Internet-based services, components and any "updates" (for example, Money Management Service maintenance, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Money Management Service or Purchase Rewards Offers if and when they are made available to you by us or by our third-party vendors. Certain Money Management Service and Purchase Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following, and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Money Management site or from the Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Money Management Service or Purchase Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the

rights granted to you under this license; (v) work around any technical limitations in the Money Management Service, use any tool to enable features or functionalities that are otherwise disabled in the Money Management Service, or decompile, disassemble, or otherwise reverse engineer the Money Management Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Money Management Service or Purchase Rewards Offers or any services provided in connection with them, prevent access to or the use of the Money Management Service, Purchase Rewards Offers or any or services provided in connection with them by other licensees or Members, or impose an unreasonable or disproportionately large load on the infrastructure while using the Money Management Service; or (vii) otherwise use the Money Management Service, Purchase Rewards Offers or any services provided in connection with them except as expressly allowed under this Agreement.

**13.2. Ownership.** The Money Management Service and Purchase Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

**13.3. Account Data with Us.** We may use anonymous, aggregate information, which we collect, and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our Members. As we make additional offerings and Online Banking services available to you, some of which may rely on banking information maintained in your Account(s), you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

**13.4. Your Information and Account Data with Other Financial Institutions.** Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called aggregation). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the Money Management Services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; and (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we, and the third parties or merchants acting on our behalf, shall not use or keep any of your personally identifiable information.

**13.5. Use, Storage, and Access.** We shall have the right, in our sole discretion and with reasonable notice posted on the Money Management site and/or sent to your email address, to establish or change limits concerning use of the Money Management Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Money Management Service at any time, and (ii) the number

of times (and the maximum duration for which) you may access the Money Management Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or licensee access information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Money Management Service and any related services to which such changes relate. Your continued use of the Money Management Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Money Management Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Money Management Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided. We are not responsible for scripting errors because of changes to websites of outside financial institutions.

**13.6. Third-Party Services.** In connection with your use of the Money Management Service, Purchase Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

**13.7. Third-Party Websites.** The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Money Management Service, Purchase Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

**13.8. Purchase Rewards Offers.** If you decide you wish to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service related to the Purchase Rewards Offers application.

**13.8.1. Purchase Rewards.** You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. If you participate in the Purchase Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable measurement period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.

**13.8.2. Purchase Rewards Offers Account.** You must use the debit card associated with the Purchase Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates, other cards or other payment types.

Purchases must be made as indicated in the offers made available under the Purchase Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Purchase Rewards Offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your Internet browser, the merchant's website or our system. Please contact Member Services if you believe you have made a qualifying purchase for which you did not receive rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

**13.8.3. No Warranties.** You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
- The rewards information that we provide to you, which is provided as is and as available.
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or misdelivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.

Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

**BY CLICKING ON THE “I AGREE” BUTTON RELATING TO THIS AGREEMENT WITHIN ONLINE BANKING, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT YOU ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT YOU WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF YOU SIGNED THE AGREEMENT. YOU AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND SUCH TERMS AND CONDITIONS AS MAY BE AMENDED IN THE FUTURE.**

I AGREE