

ONLINE BANKING SERVICE AGREEMENT

Member accepting this agreement ("you," "your," "yours" or "Member") has applied for the use of and Delta Community Credit Union ("we," "us," "our" or "Credit Union") agrees to provide the Credit Union's Online Banking Service to Member upon the terms and conditions provided in this Online Banking Service Agreement (the "Agreement").

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

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

"Account" or **"Accounts"** means one or more savings, checking, money market, certificate of deposit (CD), health savings account or loan account that you have with us for commercial or personal use, as applicable.

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

"Bill Payment Service" means the Bill Payment Services offered by Credit Union through our Bill Payment Services provider.

"Business Day(s)" means Monday through Friday, excluding holidays.

"Business Online Banking Service" means the service(s) described in this Agreement and designated as such for business members.

"Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

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

"Membership Agreement" means the Member/Savings Services Disclosures and Agreements for personal accounts and the Business Membership and Account Agreement for commercial accounts.

"Online Banking Service" or **"Online Services"** means the service(s) described in this Agreement.

"Password" means personal identification number, personal security code, or passcode, whether one or more than one, that you chose or was assigned to you by the Credit Union that allows you to access Credit Union services.

"Payee" means any person or entity to which you direct a Payment through Online Banking Service.

"Payment Account" is the checking account from which bill payments will be debited, whether one, or more than one.

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

"Service" means the service(s) described in this Agreement.

"Separate Service Agreements" are additional agreements relating to the use of certain optional features contained within the Online Banking Service. These agreements, which you must accept in order to use the respective optional feature include, but are not limited to Online Bill Pay Terms and Conditions, A2A External Accounts Agreement, and Online Statements Agreement.

"Transfer Day" means Monday through Friday, until 4:00 p.m., Eastern Time (Standard or Daylight). Holidays are not included.

Other definitions may be set forth elsewhere in this Agreement.

II. Setup and Use of Online Banking Services.

A. Eligibility.

In order to activate this Service, you must have at least one Account with us linked to the Service. You must designate a username and Password which will be required to gain access to the Service. The use of the Password is a security procedure established by the Credit Union to authenticate the identity of the person attempting to gain access to the Service. We may require you to change your Password from time to time for security reasons. You should keep your Password in a secure location. Any person having access to your Password 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. It shall be presumed that any person using your password has been granted your express permission to take actions on your behalf.

In addition to the username and Password, when you are enrolling in the Online Banking Service you will be provided with simple instructions to obtain a One-Time Passcode, which will be sent to you by voice, text or email. You will only need this One-Time Passcode the first time you sign in on your PC. The use of the One-Time Passcode is a security procedure established to authenticate the identity of your computer when gaining access to this Service. If you change computers, you will need to obtain another One-Time Passcode. The security procedure is not designed for the detection of errors. We use multiple authentication methods to ensure the security of your information. You agree that the multi-factored authentication procedures are commercially reasonable. You must also comply with any other security procedures and policies we may establish from time to time.

B. 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.

C. Equipment Requirements.

In order to use the Services, you must first obtain your own PC with a modem and related equipment or other electronic device capable of accessing the Internet and our mobile application (the "Hardware"). You also must provide the type of telephone service and/or Internet access required by the Hardware and/or software. Once the Hardware has been properly set-up, and any required Internet access has been established, you will be able to access the Credit Union Online Banking Services through the Credit Union's website or through the application which may be downloaded to your mobile device. Not all functionality will be available through this mobile application. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, software, telephone service, and the Internet access service to your Hardware, and for all related costs. You are solely responsible for virus protection and maintenance of your Hardware. We shall not be liable for any virus, worm or other problem your PC develops as a result of your use of the Services.

III. Personal Online Banking Services - Products and Services Offered.

You may use the Services to:

1. Transfers funds between your deposit and loan Accounts.
2. Transfer funds to accounts of other members you authorize from any of your Accounts.
3. Review account balance, transaction history, and direct deposit for any of your deposit Accounts.
4. Review account and tax statements of your Accounts. *
5. Make Payments to a Payee from your Account(s) (Bill Payment Service). *
6. Communicate electronically with the Credit Union using the Secure Email feature.
7. Make stop payment requests.
8. Originate ACH transactions and wire transfers.
9. Open new Accounts under your membership.

10. Download account information in various formats.
11. Receive text and email alerts and notifications regarding Accounts and register a phone to receive alerts and transfer funds via text commands.

These activities are limited to the extent described herein and in the agreements governing your various Accounts with us. Should there be a period of inactivity of no less than ninety days (90 days), we reserve the right to remove your access due to this inactivity. Your ability to transfer funds from savings and money market deposit Accounts using these Services are subject to the limitations described herein and/or in the applicable account agreements. You should refer to these agreements for restrictions and service charges.

*Member must execute Separate Service Agreements to use these services

IV. Business Online Banking Services - Products and Services Offered.

Business Members may use the Services to:

1. Transfers funds between your deposit and loan Accounts.
2. Transfer funds to accounts of other members you authorize from any of your Accounts.
3. Review account balance, transaction history, and direct deposit for any of your deposit Accounts.
4. Review account and tax statements of your Accounts. *
5. Make Payments to a Payee from your Account(s) (Bill Payment Service). *
6. Communicate electronically with the Credit Union using the Secure Email feature.
7. Make stop payment requests.
8. Originate ACH transactions and wire transfers.
9. Download account information in various formats.
10. Receive text and email alerts and notifications regarding Accounts and register a phone to receive alerts and transfer funds via text commands.

These activities are limited to the extent described herein and in the agreements governing your various Accounts with us. Should there be a period of inactivity of no less than ninety days (90 days), we reserve the right to remove your access due to this inactivity. Your ability to transfer funds from savings and money market deposit Accounts using these Services are subject to the limitations described herein

and/or in the applicable account agreements. You should refer to these agreements for restrictions and service charges.

*Member must execute Separate Service Agreements to use these services

V. Unauthorized Transactions.

The following provisions of this section apply only to Online Banking Services and Accounts established primarily for personal, family, or household purposes.

To the extent a transaction is an "electronic fund transfer" under Federal Reserve Board Regulation E, Tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that an Online Banking Service transaction has been made without your permission. Telephoning is the best way of keeping your possible losses down. 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 if someone used your Password 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 Password or the Online Service without your authorization if you had so informed us, you could lose as much as \$500. 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. Please contact us at (404) 715-4725 or (800) 544-3328.

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.

VI. Credit Union's Failure to Complete Transactions.

The following provisions of this section apply only to Online Service and Accounts established primarily for personal, family or household purposes.

To the extent that an Online Service transaction is an "electronic fund transfer" under Federal Reserve Board 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:

- Through no fault of ours, you do not have sufficient collected funds in the Account to complete the transaction;

- The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
- Your PC, Hardware, Internet service provider, telephone line, modem, or other equipment is not operating properly;
- The Service is not working properly and you were aware or should have been aware of the malfunction when you initiated the transaction;
- You do not properly follow the instructional materials provided in connection with the Online Services;
- 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;
- 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;
- A Payee mishandles or delays the handling of Payments sent by us;
- Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
- Your Password has been reported lost or stolen;
- We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous or illegal;
- You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Online Services or the Accounts;
- Your telephone or Internet service has been disconnected or there are deficiencies in the quality of your telephone line or Internet service;
- 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;
- Making a transfer would cause us to violate any law, rule, or regulation to which we are subject;
or
- Any failure on our part was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such error. In such a case, damages shall be limited to 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.

VII. Error Resolution.

The provisions of this section apply only to Online Services and Accounts that are established primarily for personal, family, or household purposes.

In case of errors or questions about your electronic transfers, telephone us at (404) 715-4725 or (800) 544-3328 or write us at P.O. Box 20541, Atlanta, Georgia 30320-2541 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 PC. We must hear from you no later than sixty (60) days after we sent the FIRST statement or made it available through the Credit Union's Online Statements Service on which the problem or error appeared, or you received notification of the problem or error on your PC. You must:

- Advise us of your name and the Account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Advise us of the dollar amount of the suspected error.

If you tell us verbally, 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 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 in case of a transfer resulting from a POS(Point-of-Sale) transaction or a transaction initiated outside the United States), 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 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, we may not re-credit your account. Claims of errors for new accounts (opened within the last thirty (30) calendar days) shall be given provisional credit within twenty (20) Business Days. We may take up to ninety (90) days to complete 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 within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in 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.

VIII. Additional Information about the Services.

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 next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, not 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.

2. Processing Fund Transfers.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any Non Sufficient Funds ("NSF") charges that may apply.

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. See the Terms and Conditions of the Bill Payment Service for additional information regarding cancellation of payments initiated through the Bill Payment Service.

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, including those conducted electronically, from savings and money market deposit Accounts. Refer to your Membership Agreement for additional information about these limitations.

5. Text Banking

- a. **Program:** The Credit Union offers mobile access to your Account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS). Enrollment requires activation of a mobile phone number from the Alerts and Notifications page within Online Banking. You may select the type of alerts and other preferences which will determine, together with Your Account data, the frequency of alerts delivered. This program will be ongoing. Standard messaging charges apply. Members will be allowed to opt out of this program at any time. In order to remain eligible for the Service, member must remain in good standing.
- b. **Questions:** You can contact us at 1-800-544-3328 or 404-715-4725, or at any time, from your mobile phone, send a text message with the word HELP to 454545. We can answer any questions you have about the program.

- c. **To Stop SMS Alerts:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just text the word STOP to 454545.
- d. **SMS Communications:** SMS communications will be sent to the mobile device you have activated for the Service. If you change your mobile device, you are responsible for informing us of that change.
- e. **Carriers Supported:** Our participating carriers include (but are not limited to) AT&T, Sprint, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.
- f. **Credit Union Liability.** You understand and agree that SMS communications may be delayed or prevented by a variety of factors. The Credit Union will do its best to provide SMS communications in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of an SMS communication. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any SMS communication; or for any actions taken or not taken by you or any third party in reliance of an SMS communication. SMS communications are designed to assist in overall management of the account; the accountholder should not be solely reliant on this service as delivery of messages can sometimes be delayed.

IX. Limitations.

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

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.

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.

Foreign transactions. No Payments may be made to Payees outside the United States.

Additional limitations may be contained in this Agreement or the applicable Separate Service 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.

X. Parties' Responsibilities.

Responsibilities of Member.

1. Member Responsibilities.
 - a. Authorized Use of Services by Other Persons.

You are responsible for keeping your Password and Account data confidential. We are entitled to act on transaction instructions received using your Password, and you agree the use of your Password will have the same effect as your signature authorizing the transaction. Except as provided in the sections titled “Unauthorized Transactions” and “Error Resolution” above, dealing with consumer transactions, you agree to be unconditionally and without limitation liable for all transactions effectuated by use of your Password, whether authorized or unauthorized, and whether utilized by an employee or some other person. If you authorize other persons to use your Password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that the authorization has been revoked and your Password has been changed. You are responsible for any transactions made by such persons until we have been notified by you that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon the change of your Password.

b. Reporting Unauthorized Transactions.

You should notify us immediately if you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your account. To notify us, call us at (404) 715-4725 or (800) 544-3328.

c. Electronic Signatures.

By logging onto the Online Banking Services using your unique username and Password, you are authenticating your identity. The Credit Union will accept this authentication as your electronic signature per the Electronic Signatures in Global and National Commerce Act (the E-Sign Act). The Credit Union will complete transactions requested as though they were received in writing.

2. The Credit Union's Responsibilities.

Credit Union agrees to use ordinary care in rendering Services under this Agreement. Member recognizes and agrees that ordinary care does not mean error free. Member agrees to pay all attorneys' fees, costs and expenses that the Credit Union may incur in collecting any sums that Member owes to the Credit Union for overdrafts, service charges or otherwise, or in enforcing any rights Credit Union may have under the terms of this Agreement or applicable law, rule or regulation applicable to Member's Account(s) or the Services rendered by the Credit Union under this Agreement. Member also agrees 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 Member, or on Member's behalf where the Credit Union is found not to be liable for such claim. In no event shall the Credit Union be liable to Member for attorneys' fees incurred by Member in any action brought by Member 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 foregoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

- a. 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.
- b. Your Hardware & Your Software. We will not be responsible for any errors or failures from any malfunction of your Hardware or any computer virus or other problems related to your Hardware 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 (Microsoft Internet Explorer®, Mozilla Firefox®, Apple Safari®, Google Chrome®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken®, QuickBooks® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, PC hardware and modem) to access or communicate with the Online Banking Services.

XI. Member Privacy and Confidentiality.

The importance of maintaining the confidentiality and privacy of the information provided by our Members is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (i) where it is necessary for completing the Transfers or processing or maintaining your Accounts; (ii) in order to verify the existence or condition of your Accounts for a third party, such as a credit bureau or merchant; (iii) in order to comply with legal process, government agency or court orders; (iv) 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.

XII. Termination.

This Agreement will remain in effect until terminated by you or us. You may cancel the Online Banking Service at any time by calling us at (404) 715-4725 or (800) 544-3328 or by writing to us at Delta Community Credit Union, Attn: Online Banking, P.O. Box 20541, Atlanta, GA 30320-2541. Your cancellation will be effective within two (2) days of receipt of notice from you. This cancellation applies only to your Online Banking Services and does not terminate your other relationships with us. Should there be a period of inactivity of no less than ninety (90) days, we reserve the right to remove your access due to this inactivity.

We may terminate your participation in any Service(s) for any reason, at any time. We will attempt to notify you in advance, but we are not obligated to do so.

XIII. Changes in Terms and other Amendments.

We may amend this Agreement (including changes in fees and charges) by giving notice to you at least thirty (30) days before the effective date of the amendment, unless such change or amendment is otherwise required by law or applicable regulation. Your continued use of a Service constitutes your agreement to the amendment(s). No amendments requested by Member shall be effective unless

received and agreed to in writing by the Credit Union. The terms of your other account agreements with us shall continue to apply.

XIV. Other Provisions.

A. Ownership of Website.

The content, information and offers on our website and mobile application are copyrighted by us and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

B. Geographic Restrictions.

The Services described in this Agreement and any application for credit, deposit services, and other services available at our website are solely offered to residents of the United States of America. Members may not be able to access these Services outside the United States of America.

C. Contact Information.

In case of questions about your electronic transactions contact Delta Community Member Care by phone at (404) 715-4725 or (800) 544-3328 or by mail at Delta Community Credit Union, P.O. Box 20541, Atlanta, GA 30320-2451. You can also contact us via Secure Email from within Online Banking.

D. Authority.

Member hereby represents and warrants that he/she/it has full right, authority and power to execute, deliver and perform this Agreement and, if Member is an entity or organization rather than a natural person, that the execution, delivery and performance of this Agreement has been duly authorized by all necessary company actions, including appropriate company resolutions.

E. Membership Agreement.

Member acknowledges and agrees that Member's 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 ("Membership Agreement") governing Accounts in effect from time to time between Member and the Credit Union. The Membership Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Membership Agreement. Member acknowledges that it has signed and executed all agreements, resolutions, signature cards and forms governing Member's demand deposit account required by the Credit Union. If Member has not signed the foregoing forms required by the Credit Union, by signing this Agreement, Member acknowledges that it has read the contents of and agrees to be bound by the terms of those forms, agreements and documents, and adopts and ratifies, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check

on Member's account. Member also agrees to establish all Accounts that must be opened in conjunction with the Service provided by the Credit Union.

F. Effective Dates.

The effective date of this Agreement shall be the date upon which the Agreement is executed by Member and accepted by the Credit Union.

G. 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 Member's 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, Member's ability to connect to the Internet, or the Credit Union's ability to connect to the Internet on Member's behalf.

H. Financial Information.

The Credit Union may from time to time request information from Member 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 or otherwise set by the Credit Union. Member agrees to provide the requested financial information immediately upon request by the Credit Union, in the form required by the Credit Union. If Member refuses to provide the requested financial information, or if Credit Union concludes in its sole discretion that the credit risk of Member is unacceptable, the Credit Union may terminate the Service according to the provisions hereof. Member authorizes the Credit Union to investigate or reinvestigate at any time any information provided by Member in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

I. Deadlines.

Member shall deliver or transmit all data or information to Credit Union by the deadline(s) specified in this Agreement and 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.

J. Member's Duty to Inspect.

Member shall inspect all reports, journals, and other material evidencing the output of the Services performed by the Credit Union. Member must report all errors to the Credit Union for Services performed and indicated in the reports, journals and other material evidencing the output of the Services or otherwise reported to Member daily by the close of business on the banking day following

the day on which the Services are rendered. Member 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 Member to promptly report errors within such specified time shall preclude Member from asserting against the Credit Union any claims arising from the error or any loss caused by the error.

K. Payment for Services.

Member agrees to pay Credit Union the fees established by Credit Union for rendering the Services under the terms of this Agreement and the Membership Agreement. The fees are listed in our account disclosures, as amended from time to time, which you acknowledge receipt of and which are incorporated herein by reference and made a part of this Agreement. Member hereby authorizes the Credit Union, at the Credit Union's option, to charge Member's Account(s) maintained with the Credit Union for such fees. In addition to the Service fees, Member agrees 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 Member. Member is also responsible for the costs of any communication lines and any data processing charges payable to third parties.

L. Limitation of Liability.

To the fullest extent allowed by law, except for unauthorized transactions covered by Sections V, VI, and VII above, Member agrees:

- a. That the Credit Union shall not be responsible or liable to Member or to any other party for consequential indirect, special exemplary, punitive or incidental damages arising out of the use by Member of any service even if Member, the Credit Union or the Credit Union's service provider have been specifically advised of the possibility of such damages.
- b. To the fullest extent allowed by law, the Credit Union's liability to Member 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.
- c. Member acknowledges and agrees that Member's use of the Services shall be at Member's sole risk and that the Services are provided by the Credit Union on an as is basis.
- d. Except as expressly set forth in this Agreement, the Credit Union makes no, and hereby disclaims any and all, representations or warranties, expressed or implied, in law or in fact, whatsoever to Member 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. Member agrees 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.

- e. The Credit Union makes no representation or warranty, either express or implied, to Member as to any PC, Hardware, software, or equipment used in connection with the Services (including, without limitation, Member's PC systems or related equipment and Hardware, Member's software, or Member's Internet service provider or its equipment), or as to the suitability or compatibility of the Credit Union's software, Internet delivered service, equipment or communication interfaces with those that Member uses, 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.
- f. The Credit Union shall not be responsible or liable for any errors or failures resulting from defects in or malfunctions of Member's PC, Hardware or software, for the quality of performance or lack of performance of any PC software or hardware or internet delivered services supplied by the Credit Union to Member in connection with this Agreement, or for the transmission or failure of transmission of any information from Member to the Credit Union or from the Credit Union to Member. The Credit Union shall not be responsible for notifying Member of any upgrades or enhancements to any of Member's PC, Hardware or software.

M. Compliance With Laws, Rules and Regulations.

Member agrees to comply with all existing and future operating procedures used by the Credit Union for processing of transactions. Member further agrees to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association (NACHA) and any other clearinghouse or other organization in which the Credit Union is a member or to which rules the Credit Union has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

N. Relationship of Parties.

Member and the Credit Union acknowledge and agree that the relationship of the Credit Union and Member is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

O. 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 Member or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Credit Union's control.

P. Reimbursement.

Any reimbursement by the Credit Union for any liability hereunder may be made either directly to Member or by adjustment of the aggregate ledger and collected balances of Member's Accounts.

Q. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, except for unauthorized transactions covered by Sections V, VI and VII above, Member will be liable for, hold harmless, and will indemnify the Credit Union, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by the Credit Union arising out of Member's failure to report required changes, transmission of incorrect data to the Credit Union, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by the Credit Union's failure to exercise ordinary care or to act in good faith, Member agrees to indemnify and hold the Credit Union, its officers, directors, shareholders, agents, employees and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) the Credit Union's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by the Credit Union to be an authorized representative of Member or Authorized User, (iii) Member's breach of any of Member's covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) Member's breach of applicable laws, rules or regulations.

R. Miscellaneous Provisions.

- a. **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.
- b. **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.
- c. **Waiver.** No waiver by the Credit Union (whether or not in writing) of any term, condition or obligation of Member 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.
- d. **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.

- e. 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.
- f. Transfers and Assignments. Member cannot transfer or assign any rights or obligations under this Agreement without Credit Union's written consent.

FinanceWorks & Purchase Rewards Offers -- End User License Agreement

In addition to the above content, if you decide to use either FinanceWorks or the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "FinanceWorks 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 FinanceWorks Service and the Purchase Rewards Offers, the terms FinanceWorks Service and Purchase Rewards Offers also include any other programs, tools, Internet-based services, components and any "updates" (for example, FinanceWorks Service maintenance, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the FinanceWorks Service or Purchase Rewards Offers if and when they are made available to you by us or by our third-party vendors. Certain FinanceWorks 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 FinanceWorks site or from the Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the FinanceWorks 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 FinanceWorks Service, use any tool to enable features or functionalities that are otherwise disabled in the FinanceWorks Service, or decompile, disassemble, or otherwise reverse engineer the FinanceWorks 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 FinanceWorks Service or Purchase Rewards Offers or any services provided in connection with them, prevent access to or the use of the FinanceWorks 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 FinanceWorks Service; or (vii) otherwise use the FinanceWorks Service, Purchase Rewards Offers or any services provided in connection with them except as expressly allowed under this Agreement.

OWNERSHIP. The FinanceWorks 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.

YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the FinanceWorks Service, Purchase Rewards Offers or any services provided in connection with them, and your Accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the FinanceWorks Service, Purchase Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your Account for the FinanceWorks Service, Purchase Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including Account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the FinanceWorks Service, Purchase Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the FinanceWorks Service, Purchase Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

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.

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 FinanceWorks 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.

USE, STORAGE AND ACCESS. We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the FinanceWorks Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the FinanceWorks Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the FinanceWorks 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 FinanceWorks Service and any related services to which such changes relate. Your continued use of the FinanceWorks Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the FinanceWorks Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such FinanceWorks 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.

THIRD-PARTY SERVICES. In connection with your use of the FinanceWorks 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.

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 FinanceWorks 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.

EXPORT RESTRICTIONS. You acknowledge that the FinanceWorks Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the FinanceWorks Service, directly or indirectly, to: (i) any countries that are subject to US export restrictions; (ii) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (iii) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

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.

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.

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 our support team 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.

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 mis-delivery, 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.