

# U1 Online Access Agreement and Disclosure

## **I. Introduction**

This Online Access Agreement and Disclosure ("Agreement") sets forth the terms and conditions governing the online banking services offered through *UI* Online (the "Online Services"). By selecting the "I Agree" tab or using the *UI* Online Services, or any of them, you agree to the terms and conditions of this Agreement.

This Article I, and Articles II, III, and IX, except as specifically noted, contain terms, conditions and provisions applicable generally to this Agreement and all products, services and relationships provided under, arising from or contemplated by this Agreement. Articles IV, V, VI, VII, and VIII contain additional terms, conditions and provisions applicable to the Bill Payment, Remote Deposit, Online Money Movement (including Funds Transfer and Popmoney), Debit Rewards Offers, and FinanceWorks Services, respectively, offered by *UI* Credit Union.

As used herein, the terms "we," "us," "our," "*UI* Credit Union," "*UI*" and "Credit Union" refer to *UI* Credit Union. "You" refers to each person who has applied for or uses the *UI* Online Services, or any of them; and "*UI* Online Services" means the Bill Payment, Remote Deposit, Online Money Movement (including Funds Transfer and Popmoney), Debit Rewards Offers, and FinanceWorks Services provided pursuant to Articles IV through VIII, respectively, and all other products and services provided through use of *UI* Online.

Each of your accounts at *UI* Credit Union is also governed by the applicable account agreement and disclosure statement ("Deposit Agreement"), including, without limitation, your *U1* Membership and Account Agreement. In addition to this Agreement, you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement, the Credit Union's rules and regulations, and applicable State and Federal laws and regulations. We agree to be bound by them also. The Universal 1 On-line Agreements previously executed are hereby incorporated by reference and made a part hereof as though fully rewritten herein.

## **II. Definitions**

"Accounts" means your deposit accounts with us or any other financial institution.

"Application" means a delivery channel for various services, information, and other functions that can be added to a Remote Device.

"Application Agreement" means the agreement governing the use of the Application you must download to your Remote Device in order to use a *UI* Online Service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Bill Payment Account" is the checking account from which bill payments will be debited.

“Bill Payment Services” means the bill payment services described in and offered pursuant to Article IV hereof.

"Business Day" means Monday through Friday, excluding any federal holiday.

"Check 21" means the Check Clearing for the 21st Century Act.

“Debit Rewards Offers” means the purchase rewards application described in and offered pursuant to Article VII hereof.

“Due Date” is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

“Funds Transfer Service” means the transfer of funds between any two of your accounts at *UI* Credit Union or any accounts you own at other financial institution, as described in and pursuant to Article VI hereof.

"Image" means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.

"Image Replacement Document" or "IRD" means a substitute check, as defined in Check 21.

An "Item" is an original: check, cashier’s check, official check, U.S. Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in U.S. currency that is payable to you. Items are deemed to be "items" under the Uniform Commercial Code and "checks" under The Expedited Funds Availability Act and Regulation CC.

“FinanceWorks” means the financial management service described in and offered pursuant to Article VIII hereof.

“Online Money Movement Services” means the Funds Transfer Service and Popmoney services.

"Payment Instruction" is the information provided by you to the Bill Payment Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

“Popmoney” means the transfer of funds from one of your accounts to an account of a Recipient, as described in and pursuant to Article VI hereof.

"RDC Account" means your deposit account with us to which you are authorized to make a deposit using a Remote or Mobile Device.

“RDC Service” means the remote deposit capture service described in Article V hereof.

"Remote or Mobile Device" means any device acceptable to us from time to time that provides for the capture of images from Items and for transmission through the clearing process. Supported devices are subject to change without prior notice to you.

“Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

### **III. Access and Protecting Your Account**

#### **A. Accessing Your *UI* Credit Union Accounts through *UI* Online**

To access your accounts through *UI* Online, you must have a *UI* Credit Union account, a *UI* Online username and an Online password. You will be given an Online password for your use to log on to *UI* Online the first time. Upon logging in to *UI* Online the first time, you will be required to create a new username and password. You will use the username and password at the time of each subsequent login to *UI* Online.

You may change your Online password through using the options buttons within *UI* Online. We recommend you change your Online password regularly. For security purposes, it is recommended that you memorize your Online password and do not write it down. You are responsible for keeping your username, Online password, member numbers and other account data confidential.

#### **B. Password and Security**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments and transactions you authorize using *UI* Online Service. If you permit other persons to use any *UI* Online Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the *UI* Online Services, or any of them, without your consent or has transferred money without your permission, you must notify us at once by calling *UI* Member Services at (937) 225-6800, option -0- / (800) 543-5000, option -0-, or writing us at Universal 1 Credit Union, 1 River Park Dr., Dayton, OH 45409.

#### **C. Hardware and Software Requirements**

In order to access and use the *UI* Online Services, and retain certain communications, you must have:

- An Internet browser that supports 128-bit encryption, such as the latest versions of Internet Explorer, Chrome or Safari.

- An e-mail account and e-mail software capable of reading and responding to your e-mail.
- A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- A printer that is capable of printing from your browser and e-mail software
- A telephone capable of accepting either a voice response or text message

In order to access and use Mobile Banking you must have a compatible and supported mobile phone served by a certified mobile carrier, be enabled to receive and transmit data, and must include texting functionality.

You must have a Remote Device in order to utilize the RDC Service.

#### **D. Fees and Charges**

There are currently no fees for accessing your account(s) through *UI* Online. However, there may be fees associated with optional banking services and features, such as Bill Payment Services. The fees for U1 Online Bill Payment Services are:

1. No charge for up to **15** transactions per calendar month or any portion thereof, **\$0.50** for each additional transaction.
2. Additional fees; **\$15.00** for expedited payments
3. Universal 1 Credit Union's standard fees for returned items, stop payments and cancelled check copies for checks you issue/write also apply. Please refer to our General Fee Schedule for details of applicable fees. You authorize us to deduct any such fees from any account in your name.

We reserve the right to change the charges or fees for accessing your accounts through *UI* Online or using the *UI* Online Services, or any of them, at any time. We will notify you online, send a notice to you at the address shown on our records, or send you an electronic mail message, as required by applicable law. We will deduct any and all fees automatically each month from your U1 Checking Account. Should your Checking Account have insufficient funds, we will deduct the appropriate fees from your Savings Account and any overdraft fee would apply. You will be charged this fee every month you are enrolled in the Service, regardless of use.

#### **E. New Services**

*UI* Credit Union may, from time to time, introduce new online services. By using these services when they become available, you agree to be bound by the rules governing your use of the services.

#### **F. Benefits of Using *UI* Online**

With *UI* Online, you can manage your personal accounts from your home or office on your personal computer or mobile device. You can use *UI* Online to:

- View account balances and review transaction history.
- Transfer money between your Credit Union accounts and your accounts at other financial institutions.
- Transfer funds from one of your accounts at *UI* or another financial institution to a recipient.
- Pay bills or transfer funds to any merchant, institution or individual.
- Communicate directly with *UI* Credit Union through E-mail.
- View and archive electronic documents, including statements and notices.

### **G. Payment Account**

Although there are no fees for accessing your accounts through *UI* Online, you may be asked to designate a payment account for selected service(s), such as the Bill Payment Account for Bill Payment Services. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for any such fees and charges. If you close the payment account, you must notify *UI* Credit Union and identify a new payment account for the selected service(s).

### **H. Transfers from Non-Transactional Accounts**

The number of transfers from a non-transactional account (e.g., a savings account) is limited as described in the applicable Deposit Agreement and disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

### **I. Overdrafts: Order of Payments, Transfers, Other Withdrawals**

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, *UI* Online transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through *UI* Online that may result in an overdraft of your account may, at *UI* Credit Union's discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

### **J. Hours of Accessibility**

You can access your *UI* Credit Union accounts through *UI* Online seven days a week, 24 hours a day. However, at certain times, some or all of *UI* Online may not be available because of system maintenance. You will be notified online when this occurs.

### **K. Third-Party Charges**

You agree to be responsible for any third-party charges (e.g., internet, telephone, mobile SMS) incurred by accessing your *UI* Credit Union accounts or conducting Online Services through *UI* Online.

### **L. Preventing Misuse of Your Account**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call *UI* Member Services at (937) 225-6800, option -0- / (800) 543-5000, option -0-.

In addition to protecting your passwords and account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account.

### **M. Secured Electronic Mail (E-mail)**

Sending secured electronic mail (E-mail) through *UI* Online is a safe way to communicate with *UI*. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on to a session of *UI* Online with your password. To ensure the security of your account information, we recommend that you use the E-mail feature within *UI* Online when asking specific questions about your account(s). It is assumed that any communications through *UI* Online were sent or authorized by you.

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within *UI* Online or call (937) 225-6800, option -0- / (800) 543-5000, option -0-.

### **N. Important Things To Remember**

*UI* will NEVER contact our members and ask them to provide their online banking credentials. This includes, but is not limited to, by mail, phone, email, text message or in-person.

Establishing an e-Alert for certain transaction types or dollar amounts can help you stay aware of activity on your account. *UI* also provides real-time reporting and pending debits on all accounts. Periodic review of your accounts can help identify suspicious activity early.

In the event you do identify suspicious activity on any of your accounts, please contact *UI* immediately at (937) 225-6800, option -0- / (800) 543-5000, option -0-.

### **IV. Bill Payment Service**

## **A. Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically five (5) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

Payments to Billers outside of the United States or its territories are prohibited through the Bill Payment Service.

## **B. Service Guarantee**

Due to circumstances beyond our control, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to the account to which you have directed payment. Except as set forth below, we will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

Although tax payments and court-ordered payments may be scheduled through the Bill Payment Service, such payments are discouraged and are scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments. All research and resolution for any misapplied, mis-posted or misdirected tax or court-ordered payments will be the sole responsibility of you and not of the Service.

## **C. Payment Authorization and Payment Remittance**

By providing us with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions we receive through the payment system. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives.

When we receive a Payment Instruction through the Bill Payment Services, you authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize us to credit your Payment Account for payments returned to us by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Payment Service.

We will use our best efforts to make all your payments properly. However, we shall incur no liability and any Service Guarantee shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Credit Union, your Payment Account does not contain sufficient funds to complete the transaction;
2. The payment processing center is not working properly and you know or have been advised by us or on our behalf about the malfunction before you execute the transaction;
3. You have not provided us with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

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

#### **D. Payment Methods**

We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

#### **E. Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment, the payment cannot be cancelled or edited, therefore a stop payment request must be submitted.

#### **F. Stop Payment Requests**

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Member Services. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. You will be charged for each stop payment request in accordance with our current General Fee Schedule.

#### **G. Bill Delivery and Presentment**

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

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

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

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - We will use our best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Payment Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

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

Non-Delivery of electronic bill(s) - You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the

Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

#### **H. Service Fees and Additional Charges**

Any applicable fees will be charged regardless of whether the Bill Payment Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

#### **I. Failed or Returned Transactions**

In using the Bill Payment Service, you are requesting the Bill Payment Service to make payments for you from your Bill Payment Account. You understand Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We will use reasonable efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. If we are unable to complete the transaction for any reason (including, without limitation, insufficient funds in your Bill Payment Account), the transaction will not be completed. In such case, you agree to reimburse us for any fees imposed by the payee or a financial institution as a result of the return.

#### **J. Address or Account Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Member Services. Any changes in your Bill Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Bill Payment Account information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Bill Payment Account or contact information.

#### **K. Biller and Amount Limitation**

We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

In addition, we may establish limits on the dollar amount and/or number of payments permitted through the Bill Payment Service. We will notify you promptly if we to refuse to make a Bill Payment in an amount scheduled by you.

#### **L. Information Authorization**

Your enrollment in the Bill Payment Service may not be fulfilled if we cannot verify your identity or other necessary information. In order to verify ownership of the Bill Payment Account(s) and/or Billing Account, we may issue offsetting debits and credits to the Bill Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Bill Payment Service, you agree that we reserve the right to request a review of your credit rating at our expense through a credit reporting agency. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

#### **V. Remote Deposit Capture Service (RDC)**

##### **A. RDC Service.**

Pursuant to the terms of this Agreement, you may use the RDC Service to deposit Items to your Account by creating an Image of the Item using a Remote Device, and transmitting that Image to us for deposit. You may transmit Images to us only from a Remote Device located in the United States.

You agree to endorse any item transmitted through the RDC Service with your signature and adding the restrictive endorsement "For *UI* Mobile RDC Service Only, Account # \_\_\_\_\_" or as otherwise instructed by us, prior to transmission of the Item. You agree to follow any and all other procedures and instructions for use of the RDC Service as we may establish from time to time. You agree Credit Union may, in its sole discretion and without prior notice to you, reject Items not endorsed as set forth herein or as otherwise established by us from time to time.

##### **B. Hardware and Software Requirements.**

You agree to transmit an Image to us using only a Remote Device authorized by us for your use to transmit Images. We may, but are not required to, reject Images that you transmit to us with an unapproved Remote Device or by other means to which we have not given our consent.

You are responsible for the security of the Remote Device and for allowing its use only by individuals authorized by you. You agree to implement and maintain specific internal security controls to protect the Remote Device and customer information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time.

##### **C. Image Quality.**

You are responsible for the image quality of any Image that you transmit. If an Image that we receive from you or for deposit to your Account is not of sufficient quality to satisfy our image quality standards, we may reject the Image. We will provide you notice of such rejection and an

opportunity to correct the quality of the Image. Failure to retransmit the Image in compliance with our quality standards will result in the deposit being rejected and cancelled.

Each Image must include the front and back of the Item and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.

#### **D. Processing Images.**

You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us and any other bank to which an Image is sent to handle the Image or IRD.

#### **E. Limits.**

We may establish limits on the dollar amount and/or number of Items or deposits permitted to be deposited by you through use of the RDC Service from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of the established limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

#### **F. Deposit of other items; deposits when RDC Service not available.**

You agree that you will not use the RDC Service to deposit anything not meeting the definition of an Item. If you use the RDC Service to transmit anything that is not an Item, or if for any reason we are not able to recognize something transmitted as an Item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a Credit Union branch, ATM, or mail. You further agree to use such other channels when the RDC Service may not be available.

#### **G. Returned Items.**

You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account or any other account in your name. You acknowledge that all credits received for deposits made through the RDC Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD.

#### **H. Handling of Transmitted Items.**

You agree not to allow an Item to be deposited or presented for payment more than once to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any means. If an Image of an Item has been transmitted to us or to any other bank, you will not allow the Item to be subsequently presented by any means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you.

For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentment of the Item by any other means. You agree to retain the Item for at least 14 calendar days from the date of the Image transmission and thereafter destroy any Item of which you have transmitted an Image.

### **I. Cooperation with Investigations.**

You agree to cooperate with us in the review or investigation of any transactions, poor quality transmissions or claims, including, without limitation, by providing, promptly upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.

### **J. Payment Processing.**

#### **(1) Item Processing**

At our sole discretion, we may process Images you send to us electronically through other financial institutions, or we may create Image Replacement Documents that will be processed through traditional check processing methods. If you send us Images that are incomplete, that fail to satisfy our image quality requirements, or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send us, or we are otherwise unable to process Images that you send us, we may charge the Images back to your account.

#### **(2) Receipt of Items**

We reserve the right to reject any Image or Item transmitted through the RDC Service, at our discretion, without liability to you. We are not responsible for Images we do not receive or for Images that are dropped during transmission. You shall be responsible for verifying our receipt of an Image or Item transmitted through the RDC Service by verifying that deposits have been posted to the appropriate accounts. Although a deposit may be posted to your account or we send you a confirmation that we have received an Image or Item and accepted your deposit, we may subsequently reject the deposit if the transmission was incomplete or contained an error. All deposits are provisional until we receive final payment.

#### **(3) Funds Availability**

If an Image you transmit through the RDC Service is received and accepted before 2:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. You agree, however, that Items transmitted through the RDC Service are not subject to the funds availability requirements set forth in the "Funds Availability Policy" or Regulation CC of the Federal Reserve Board. Nevertheless, we will generally make the first \$200 of a day's total deposits available by the first (1<sup>st</sup>) business day after the day of your deposit and the remainder available by the second (2<sup>nd</sup>) business day after the day of your deposit.

#### **(4) Errors**

You agree to notify us of any suspected errors regarding Items deposited through the RDC Service as soon as possible, and in no event later than 60 days after the applicable Credit Union account statement is sent to you. Unless you notify us within 60 days, such statement regarding all deposits made through the RDC Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

## **K. Representations and Warranties**

**You make the following representations and warranties to us:**

- (i) You and any user you authorize will use the RDC Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
- (ii) You will use the RDC Service to transmit and deposit Images of Items only.
- (iii) You will transmit only Images of Items acceptable for deposit through the RDC Service and will handle Items as agreed herein.
- (iv) You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
- (v) Items submitted for deposit through use of the RDC Service are valid Items and you will reimburse and indemnify the Credit Union for all loss, damage, and expenses, including reasonable attorney's fees, incurred in defending any allegation that such Items are invalid or fraudulent.
- (vi) Items have not been altered.
- (vii) Each Item bears all required and authorized endorsements.
- (viii) Each Item has been endorsed as "For *UI* Mobile RDC Service Only, Account #XXXXXXXX-XX".
- (ix) All of the warranties set forth in Section 4-207 of the Uniform Commercial Code.
- (x) All Images accurately and legibly represent all of the information on the front and back of the Item.
- (xi) You will not use the RDC Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, (vi) that is not payable in United States currency, (viii) that is dated more than 6 months prior to the date of deposit, or (ix) that is created by you purportedly on behalf of the maker, such as a remotely created check.

- (xii) No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
- (xiii) You will use the RDC Service in the manner required by this Agreement.
- (xiv) You understand that acceptance of the Application Agreement is required for use of the RDC Service.
- (xv) You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.
- (xvi) You are not engaged in any business that would result in your being or becoming a "money services business" as defined in the Federal Bank Secrecy Act and its implementing regulations.
- (xvii) All information you provide to us is accurate and true.

You shall be deemed to have repeated each of the foregoing representations and warranties each time you transmit an Image through use of the RDC Service.

#### **L. Use of Your Geolocation**

We reserve the right, at our sole discretion, to obtain your geolocation through your Remote Device and use such location information for fraud prevention and other purposes. We may choose to capture either your current location or the last location stored on your Remote Device. You consent to our obtaining and use of your location. Before we obtain your location, we will present you with an on-screen notice alerting you that we will capture your location. If, when presented with this location consent notice, you do not consent to our obtaining and using your location information, you should immediately discontinue your use of the RDC Service.

### **VI. Online Money Movement**

#### **A. Funds Transfer and Popmoney**

The Online Money Movement Service includes both the Funds Transfer Service and Popmoney. You may transfer funds from any of your Accounts at any financial institution to any other Account held by you or another person at the Credit Union or another financial institution, assuming, of course, that the transfer is permitted by your financial institution and by law.

You will not have the capability to review account balances or activity or perform other transactions on third party account(s.) Transfers of funds made by you to third party accounts are non-revocable and cannot be reversed without the third party's written consent, even if you have made an error in the amount transferred or the account to which the funds were transferred.

#### **B. Account Verification**

Once you are approved for the Online Money Movement Service we may verify your Accounts that you add to the Online Money Movement 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 greater 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 web site, or by requiring you to submit proof of ownership of the Account.

### **C. Accounts**

You understand that in order to complete fund transfers, it is necessary for Credit Union 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 Online Money Movement 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 us and our service provider to use information submitted by you to accomplish these purposes and to configure the Online Money Movement Service to be compatible with the Accounts.

For as long as you are using the Online Money Movement Service, you give to us and our service provider a limited power of attorney and appoint us and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, 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 Credit Union and/or our service provider has actual knowledge that you wish to cease using the Online Money Movement 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 Credit Union 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 Credit Union and your use of the Online Money Movement Service. Credit Union 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 CREDIT UNION AND OUR SERVICE PROVIDER IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, CREDIT UNION AND OUR SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that Credit Union, 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 CREDIT UNIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for Online Money Movement Service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trust, loan, 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.

#### **D. Electronic Communications**

**(1) General Consent; Categories of Records.** The Online Money Movement Service is an electronic, Internet based-service. Therefore, you understand and agree the following categories of information ("Communications") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through the Online Money Movement Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Online Money Movement Service, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Online Money Movement Service.
- Any other communication related to the Online Money Movement Service.

Although Credit Union reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of any electronic Communication that is important to you and retain the copy for your records. If you do

not agree to receive this Agreement or the Communications electronically, you may not use the Online Money Movement Service.

**(2) How to Withdraw Consent.** If you have registered for the Online Money Movement Service and you wish to withdraw your consent to have Communications provided in electronic form, you must cancel any pending transfer requests (within the time period permitted by the Online Money Movement Service cancellation policies) and stop using the Online Money Movement Service. There are no fees to cancel a pending transfer request (as long as such cancellation is made within the time period permitted by the Online Money Movement Service cancellation policies).

**(3) How to Update Your Records.** You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your e-mail address, by using the Profile page.

**(4) Delivery of Electronic Communications.** Communications may be posted on the pages of the Online Money Movement Service website or other website disclosed to you and/or delivered to the e-mail address you provide. Any electronic Communication sent by e-mail will be deemed to have been received by you when we or our service provider sends it to you, whether or not you received the e-mail. If the Communication is posted on the Online Money Movement Service website, then it will be deemed to have been received by you no later than five (5) business days after we or our service provider posts the Communication on the pages of the Online Money Movement Service website, whether or not you retrieve the Communication. An electronic Communication by e-mail is considered to be sent at the time that it is directed by Credit Union's or service provider's e-mail server to the appropriate e-mail address. An electronic Communication made by posting to the pages of the Online Money Movement Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

## **E. Transfer Types and Limitations**

### **(1) Types of Transfers**

You may use your Credit Union password to access Funds Transfer within the Online Money Movement Service to transfer funds between any two of your Accounts about which you have provided the necessary information to Credit Union. Transfers can be between Accounts within the same financial institution or at an unrelated financial institution (although transfers between Accounts at the same institution may be affected more quickly by contacting the institution directly).

You may use your Credit Union password to access Popmoney within the Online Money Movement Service to transfer funds from one of your Accounts to an account of a Recipient. You may send money to a Recipient using a mobile telephone number, an email address, or a routing and account number.

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 Online Money Movement 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 affect any funds transfers from your Accounts. We may at any time decline to conduct any funds transfer that we believe may violate applicable law.

## **(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 Online Money Movement Service.

## **(3) Dollar Amount of Transfers**

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

## **(4) Transfers Subject to the Rules of the Accounts**

Additionally, all funds transfers are 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.

## **(5) Rejection of Transfers**

We reserve the right to decline to effect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests.

## **F. 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, and 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 Recipient's 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. We will notify you of such fee in advance of the transaction. If you choose to proceed with the transaction, you authorize Credit Union 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, and 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 to which they wish to transfer the funds. 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.

#### **G. Suspension and Reinstatement of Funds Transfer and/or Popmoney Service**

In the event that we at any time incur a problem with your use of the Online Money Movement Service, including without limitation a fail in attempting 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 Online Money Movement 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 itself 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" in Article IX below). We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Online Money Movement Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Online Money Movement 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 Online Money Movement Service, we, in our 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).

## **H. Documentation**

You may access a statement of all funds transfers effected or pending at any time by clicking on the History tab within Funds Transfer or the Activity tab within Popmoney. If a transfer could not be completed, Credit Union 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.

## **I. No Unlawful or Prohibited Use**

As a condition of using the Online Money Movement Service, you warrant to us that you will not use the Online Money Movement 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 Online Money Movement Service in any manner that could damage, disable, overburden, or impair the Online Money Movement Service or interfere with any other party's use and enjoyment of the Online Money Movement Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Online Money Movement Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

## **J. Use of SMS Messaging**

Users of the Popmoney service may receive SMS messages relating to their payments, such as notice of payment, alerts for validation and receipt of a transfer. Popmoney will verify your access to the mobile phone number. To enable this verification Popmoney will send you an SMS message with a verification code that you will need to enter to direct your payment to your designated bank account. You may receive SMS messages related to your transactions from time to time, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.

Questions: You can contact us using the instructions on our site or at any time from your mobile phone by sending a text message with the word "HELP" to this number: POPMON.

**To opt out of the Program:** To stop receiving SMS messages you can initiate the opt-out process by sending a SMS message. Just text "STOP" to this number: POPMON.

## **K. 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.

#### **L. Deviating from Security Procedures**

You agree to allow us to authorize any financial institution at which you have an Account to accept funds and 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.

#### **M. 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.

#### **N. 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 Credit Union.

#### **O. Our Liability**

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account or Recipient's account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account or intended recipient's account. We are 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, we 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 Credit Union 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 Online Money Movement 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 or if the Credit Union website was not working properly and you knew about the breakdown when you started the funds transfer.

#### **P. 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 (the "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; 4) the Account number; and 5) a secret word or phrase known only to you and the transferor. 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. Without limiting the foregoing, we will reject any transfer if you do not enter the code correctly after three [3] attempts. If the transfer is rejected for any reason, the funds will be returned to the Transferor.

#### **Q. Miscellaneous**

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 Accounts linked for the purposes of the Online Money Movement Service; and that you are rightfully authorizing us to access the Accounts.

## **VII. Purchase Rewards**

### **A. License Grant and Restrictions**

You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use Debit Rewards Offers to benefit from your debit card purchases.

As used herein, the term "Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Debit Rewards Offers services or features 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 Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of Debit Rewards Offers, or any other services provided in connection with it, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) perform or attempt to perform any actions that would interfere with the proper working of Debit Rewards Offers or any services provided in connection with it, prevent access to or the use of Debit Rewards Offers or any or services provided in connection with it by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using Debit Rewards Offers; or (vii) otherwise use Debit Rewards Offers or any services provided in connection with it except as expressly allowed under this subsection A.

### **B. Debit Rewards Offers**

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

#### **(1) Purchase Rewards**

You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit 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 Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

#### **(2) Debit Rewards Offers Account**

You must use the debit card associated with the Debit 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 or other payment types.

### **(3) Purchases**

Purchases must be made as indicated in the offers made available under the Debit 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 Debit 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 web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

### **(4) Debit Card**

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.

### **(5) Limitations of Warranties and Liability**

You understand and agree that we make no warranties and have no liability as to:

- (a) Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program;
- (b) The rewards information that we provide to you, which is provided "as is" and "as available";
- (c) Your inability to comply with offer guidelines;
- (d) The accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information;
- (e) 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
- (f) 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.

### **C. Third Party Services**

In connection with your use of Debit Rewards Offers, or any other services provided in connection with it, 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.

#### **D. Third Party Websites**

Debit Rewards Offers 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 Debit 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.

### **VIII. FinanceWorks**

#### **A. The FinanceWorks Service**

FinanceWorks is a financial management service offered by us, but operated by one of our third party service providers, Intuit Inc. FinanceWorks assists you in managing your finances by consolidating your financial information from third party websites that you designate. FinanceWorks will retrieve and compile your information from designated third party websites ("3<sup>rd</sup> Party FIs") to present the information to you in one source. Your use of or access to FinanceWorks, including information you provide and information we retrieve from 3<sup>rd</sup> Party FIs in connection with FinanceWorks is subject to this Agreement. If you do not agree to this Agreement, or updated versions of this Agreement, as the Agreement may be updated from time to time, you must not access or use FinanceWorks. Otherwise, your continued access to or use of FinanceWorks means you agree to the updated terms and conditions of this Agreement. The term "Intuit" means Intuit Inc. and its third party service providers.

#### **B. Authorization**

By using FinanceWorks, you authorize us to access 3<sup>rd</sup> Party FIs, on your behalf, to retrieve, store, update, use and distribute your information in connection with FinanceWorks. You hereby grant us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, for you and in your name, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, as described in this Agreement, with the full power and authority to do and perform each act necessary to be done in connection with such activities, as you might or could do in person. You acknowledge that we do not review your information for accuracy and completeness and agree that we are not responsible for its completeness, accuracy or availability. Any transaction or informational activities performed at any third party's website are not made through FinanceWorks and we assume no

responsibility for such transactions or activities. You are solely responsible for any charges associated with your 3<sup>rd</sup> Party FIs. You hereby represent and warrant that you are a legal owner of the accounts at the 3<sup>rd</sup> Party FIs, and that you have the full authority to: (i) designate us as your authorized agent; and (ii) grant us rights, authorizations and releases under these Terms and Conditions. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR OUR THIRD PARTY SERVICE PROVIDER ACCESS OR RETRIEVE INFORMATION FROM 3<sup>RD</sup> PARTY FIs, WE OR OUR THIRD PARTY SERVICE PROVIDER ARE ACTING AS YOUR AUTHORIZED AGENT, AND NOT THE AGENT OF OR ON BEHALF OF THE 3<sup>RD</sup> PARTY FI. You agree that we are entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

### **C Accurate Information**

You shall provide true, accurate, current and complete information about yourself and your accounts maintained at 3<sup>rd</sup> Party FIs and you agree to not misrepresent your identity or your account information, or provide any information for accounts that do not belong to you. You acknowledge that FinanceWorks relies on your accurate account information with your 3<sup>rd</sup> Party FIs.

### **D. License**

You hereby grant us a license to use any information, data, passwords, materials, or other content (collectively, "Data") that you provide to us or our third party service provider or via FinanceWorks, including Data retrieved from 3<sup>rd</sup> Party FIs to perform the following acts: (i) use, display, reproduce or distribute the Data or create new content or offerings using the Data in connection with providing FinanceWorks or any other service that you may designate with us or our third parties; and (ii) present you with offers of products and services, including third party products and services that we or our third party believe may be of interest to you. As part of the foregoing right, you grant us the right to use your Data to (a) collect and store your 3<sup>rd</sup> Party FI account data; (b) reformat and manipulate such 3<sup>rd</sup> Party FI account data, (c) create and provide hypertext links to the 3<sup>rd</sup> Party FI; (d) access the 3<sup>rd</sup> Party FI's websites using your Data, (e) update and maintain your account information; (f) address errors or service interruptions; (g) assist in troubleshooting and technical support; (h) enhance the type of data and services we can provide to you in the future; and (iii) take such other actions as are reasonably necessary to perform the actions described in (a) through (h) above. By providing us with access to your Data, you hereby agree, or represent and warrant that the owner of such Data has expressly agreed that, we may, without restrictions or payment of fees to you or third parties, use the Data for the purposes set forth in this Article IX. You also authorize our third party service providers to collect and aggregate anonymous information to conduct certain analytical research, database marketing, performance tracking, benchmarking and marketing programs and publish or distribute summary or aggregate results relating to metrics comprised of research data to us or other third parties for any purpose consistent with these Terms and Conditions. Additionally, automated technology may be used to tailor messages or advertisements that we or our third party service providers believe reflect your interest and needs. If you select services that are offered by third parties through such offers, you will be agreeing that we have your consent to give such third parties your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties to make their offerings and services available to

you and to permit us to use your Data and material derived from your Data to suggest savings opportunities or additional products and services to you.

#### **E. Use of Service and Restrictions**

You are permitted to use FinanceWorks and the content delivered to you through FinanceWorks only on FinanceWorks to organize and manage your financial data. You may download or print a copy of the information provided on FinanceWorks for your personal and non-commercial use. Any distribution, reprint or electronic reproduction of any content from FinanceWorks is expressly prohibited without our express prior consent. Further, you shall not do any of the following: (i) create derivative works from this content to use, reproduce or distribute; (ii) reverse engineer or reverse compile any of the technology; (iii) use FinanceWorks or the content delivered through FinanceWorks in any way that would infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or violate any applicable law or regulation; (iv) resell or make commercial use of FinanceWorks; (v) provide an unauthorized person with access to FinanceWorks using your information; (vi) perform or attempt to perform any actions that would interfere with the proper working of FinanceWorks, prevent access to or the use of FinanceWorks by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure; or (vii) use FinanceWorks in any way that was not expressly permitted under these Terms and Conditions. NEITHER WE NOR FINANCEWORKS IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. WE ARE NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR.

FinanceWorks is intended only to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through FinanceWorks may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

#### **F. Confidentiality**

You are solely 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, or anyone you authorize on your behalf, to access FinanceWorks or your accounts (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of your Access Information or FinanceWorks. 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 your Access Information. It is assumed that any Communications received through use of the 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 Access Information. We reserve the right to deny you access to FinanceWorks (or any part thereof) without prior notice if we reasonably believe that any loss, theft or unauthorized use of Access Information has occurred. You must inform us of, and hereby grant to us permission to use Access Information to enable us to provide FinanceWorks to you, including updating and maintaining data addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

## **G. Offers and Third-Party Links**

Some parts of FinanceWorks are supported by sponsored links from third party service providers or advertisers and display offers that may be custom matched to you based on information stored in FinanceWorks, queries made through FinanceWorks or other information.

In connection with offers, FinanceWorks will provide links to other web sites belonging to us or other third parties. We do not endorse, warrant or guarantee the products or services available through the offers (or any other third-party products or services advertised on or linked from our site), whether or not sponsored, and we are not an agent or broker or otherwise responsible for the activities or policies of those web sites. We do not guarantee that the loan, investment, plan or other service terms, rates or rewards offered by any particular advertiser or other third party via FinanceWorks are actually the terms that may be offered to you if you pursue the offer or that they are the best terms or lowest rates available in the market.

## **H. Information from 3<sup>rd</sup> Party FIs**

You acknowledge and agree that (i) some 3<sup>rd</sup> Party FIs may not allow us to access your Data; (ii) 3<sup>rd</sup> Party FIs may make changes to their websites, with or without notice to us, that may prevent or delay aggregation of information from such websites; (iii) FinanceWorks "refreshes" the data from financial institutions by collecting that information at specific times of the day or night on a "batch" basis. These times may not be the same for all financial institutions. Additionally, you may have the ability to trigger an auto-refresh on log-in or have a user-initiated refresh at any time; and (iv) your most recent transactions may not be reflected in any account balances or other account information presented to you in FinanceWorks.

## **IX. General Terms**

### **A. Information Authorization**

In order to provide the *UI* Online Services, 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.

You authorize us to verify your identity by obtaining information about your credit history from a consumer reporting agency. We 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 *UI* Online Services if we cannot verify your identity or other necessary information. We may approve or decline your application for the *UI* Online Services, or any of them, based upon our review of your consumer report, along with other information we deem relevant. If we deny your request to use the *UI* Online Services, or any of them, based upon a consumer report, you may obtain a free copy of the consumer report that we used from the consumer reporting agency that issued the report. You may view, download and print a summary of your rights under FCRA, including information on how to obtain a copy of your consumer report, at any time by contacting your financial institution.

In addition to obtaining a consumer report, we and our service provider reserve the right to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using the *UI* Online Services, or any of them, 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.

## **B. Privacy Policy and Confidentiality**

We regard your privacy and security with the utmost importance, and we are committed to safeguarding any information that you share with us. 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 privacy policy by clicking on "Policy" in *UI* Online.

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 customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, 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.

## **C. Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your Accounts or the transactions you make: (a) Where it is necessary for completing a transaction; or (b) In order to verify the existence and condition of your Accounts to a third party, such as a credit bureau or merchant; or (c) In order to comply with a governmental agency or Court order; or (d) If you give us your written permission.

## **D. Intellectual Property**

This Agreement does not transfer to you any ownership or proprietary rights in the *UI* Online Services, or any of them, or any associated software or any part thereof. You are permitted to use the *UI* Online Services only as expressly authorized by this Agreement. We or our agents retain all rights to the *UI* Online Services, and each of them, and all patent, copyright, trademark, and trade-dress (the "look and feel" of the *UI* Online Services, or any of them) rights, trade secrets, and any other intellectual property rights and all right, title and interest in and to the *UI* Online Services, and each of them, and any associated software.

Neither you nor any user you authorize will (a) sell, lease, distribute, license or sublicense the *UI Online Services*, or any of them; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the *UI Online Services*, or any of them, in any way for any reason; (c) provide, disclose, divulge or make available to or permit use of the *UI Online Services*, or any of them, by any third party; (d) copy or reproduce all or any part of the *UI Online Services*, or any of them; or (e) interfere, or attempt to interfere, with the *UI Online Services*, or any of them, in any way.

## **E. Your Liability for Unauthorized Transfers Through Use of Bill Payment Services of Online Money Management Services**

### **Consumer Liability**

Tell us AT ONCE if you believe your password or other means to access your account has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 Business Days after you learn of the loss or theft of your password, you can lose no more than \$50.00 if someone used your password without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your password, and we can prove that we could have stopped someone from using your password or other means to access your account through such Services, or either of them without your permission, if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card, password or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed 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 had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **Contact in the event of unauthorized transfer**

If you believe your password has been lost or stolen, call: (937) 225-6800, option -0-, or (800) 543-5000, option -0- or write to: Universal 1 Credit Union, PO Box 467, Dayton, OH 45409. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

### **Business Days**

For purposes of these disclosures, our business days are Monday through Friday, not including Legal Holidays.

### **The foregoing paragraph applies only to Bill Payment Services and Online Money Management Services.**

## **F. Questions or Error Correction on Bill Payment Services or Online Money Movement Services Transactions; Our Liability; Your Responsibility for Errors**

In Case of Errors or Questions About Your Electronic Transfers, telephone us at (937) 225-6800, option -0- or (800) 543-5000, option -0- during normal member service hours; or write us

at: Universal 1 Credit Union 1 River Park Drive Dayton, Ohio 45409 or email us at [memberservices@u1cu.org](mailto:memberservices@u1cu.org). As soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must:

1. Tell us your name and account number (if any);
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.
4. For a payment through Bill Payment Services, tell us the number of the Bill Payment Account used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee member number for the payment in question.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days after your oral notification.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three 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. We may revoke any provisional credit provided to you if we find an error did not occur. If we do not complete a transfer to or from your *UI* Credit Union account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.

- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, member number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using *UI* Online.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

Notwithstanding the foregoing, 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 in connection with the Bill Payment and Online Money Movement Services. 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, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

**The foregoing subsection F applies only to Bill Payment Services and Online Money Movement Services.**

#### **G. Indemnification and Limitations on Liability.**

In addition to the indemnifications and limitations on liability contained in the Deposit Agreement, you hereby indemnify and hold harmless Credit Union and each of its directors, officers, employees, agents, successors, and assigns ("Indemnitees") from and against all liability, loss, and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of (a) your use of the *UI* Online Services, or any of them, (b) any failure by you to comply with the terms of this Agreement or breach by you of any representation or warranty contained herein, (c) any failure by you to comply with applicable laws and regulations, (d) any acts or omissions of you or any third party, (e) any Image, Item or IRD, (f) our reliance on the information, instruction, license and/or authorization provided by you under this Agreement, (g) your infringement, or infringement by any user of your Credit Union account(s), of any intellectual property or right of any person or entity. You agree that Intuit Inc. is a third party service provider and a third party beneficiary of these Terms and Conditions, with all rights to

enforce such provisions as if they were parties to these Terms and Conditions. This paragraph shall survive the termination of this Agreement for any reason.

#### **H. Disclaimer of Representations and Warranties**

YOU UNDERSTAND AND AGREE THAT EACH OF THE *UI* ONLINE SERVICES IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. YOU AGREE YOUR USE OF THE *UI* ONLINE SERVICES, AND EACH OF THEM, IS AT YOUR SOLE RISK AND DISCRETION. YOU UNDERSTAND AND EXPRESSLY AGREE FURTHER THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY OF THE *UI* ONLINE SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE AND OUR SERVICE PROVIDERS ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT (OR ON THE ONLINE MONEY MOVEMENT WEBSITE, WITH RESPECT TO THE ONLINE MONEY MOVEMENT SERVICES), WE AND OUR SERVICE PROVIDERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND WE AND OUR SERVICE PROVIDERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE *UI* ONLINE SERVICES, OR ANY OF THEM, THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR RESULTS OBTAINED THROUGH THE *UI* ONLINE SERVICES, OR ANY OF THEM, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM ANY OF YOUR ACCOUNTS AT OTHER FINANCIAL INSTITUTIONS OR THAT THE *UI* ONLINE SERVICES, OR ANY OF THEM, WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

WE AND OUR SERVICE PROVIDERS MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE *UI* ONLINE SERVICES, OR ANY OF THEM, IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM, OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE *UI* ONLINE SERVICES, OR ANY OF THEM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU

FROM US OR OUR THIRD PARTY SERVICE PROVIDERS WILL CREATE ANY WARRANTY NOT STATED IN THIS AGREEMENT.

### **I. Limitations on Liability**

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE AND OUR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE *UI* ONLINE SERVICES, OR ANY OF THEM, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE *UI* ONLINE SERVICES, OR ANY OF THEM, INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE *UI* ONLINE SERVICES, OR ANY OF THEM, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM YOUR ACCOUNTS AT ANY OTHER FINANCIAL INSTITUTION, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE *UI* ONLINE SERVICES, OR ANY OF THEM, OR ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF *UI* CREDIT UNION OR ANY OF OUR SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, YOU AGREE FURTHER THE CREDIT UNION AND OUR SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE *UI* ONLINE SERVICE UPON WHICH YOUR CLAIM IS BASED DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

### **J. Amendment**

We reserve the right to amend or modify this Agreement at any time in our sole discretion, with or without notice to you. You may reject any such amendments or modifications by discontinuing use of the *UI* Online Services or the affected *UI* Online Service.

### **K. Termination of Agreement; Suspension or Termination of Services**

We may terminate this Agreement or suspend or terminate your access to *UI* Online Services, or any of them, at any time, in our sole discretion, with or without notice to you and for any reason. To request reinstatement in the event of suspension or termination of the *UI* Online Services, or any of them, call *UI* Credit Union Member Services at (937) 225-6800, option -0- / (800) 543-5000, option -0-.

Notwithstanding termination of the RDC Service, any Image transmitted through the RDC Service shall be subject to this Agreement. You agree that, in addition to any other rights we may

have with respect to your Accounts, we may hold and use funds in any Account following termination of the RDC Service for such time as we reasonably determine that any Item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which we may be responsible.

#### **L. No Waiver; Continuing Rights**

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

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

#### **M. Force Majeure**

We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. Also, we may cause any or all of the *UI* Online Services to be temporarily unavailable to you, with or without prior notice, for site maintenance, security or other reasons.

#### **N. Entire Agreement**

This Agreement, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the *UI* Online Services. This Agreement may be amended or any of our rights waived, only if we agree in writing to such changes, or you continue using the *UI* Online Services, or any of them following receipt of notice of any changes proposed by Credit Union. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through *UI* Online, at our discretion. All notices to us must be made in writing. This Agreement is personal to you and you may not assign it to anyone.

#### **O. Headings; Severability**

The headings of sections and paragraphs hereof are for convenience only and shall not limit or affect the meaning or construction of any of the provisions of this Agreement. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remaining provisions will continue in full force and effect.

#### **P. Governing Law; Arbitration**

This Online Access Agreement will be governed by and interpreted in accordance with Federal laws and regulations, and to the extent there is no applicable Federal law or regulation preempting state law, by the laws of the State of Ohio, excluding its choice of law rules. Except as prohibited by applicable law, you and Credit Union agree that such legal action shall be filed and heard in Montgomery County, Ohio. Any disputes regarding this Agreement shall be within the jurisdiction of the courts of Montgomery County, Ohio. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

WE EACH AGREE FURTHER ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE *UI* ONLINE SERVICES OR THIS AGREEMENT WILL BE RESOLVED INITIALLY BY NON-BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply Ohio law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. Either party may initiate legal action through Montgomery County Common Pleas Court after the conclusion of the arbitration.

Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules, but if you are unable to pay any of them, we will pay them for you. In addition, we will reimburse all such fees and costs for claims totaling less than \$75,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek our attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. This Section shall survive expiration, termination or rescission of this Agreement.

**Electronic Signature:** By selecting the "I Accept" button below, you consent and agree to the terms and conditions provided in this *UI* Online Access Agreement, as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union. By selecting the electronic delivery method in the e-Statements section of *UI* Online, you agree and acknowledge that you will no longer receive a periodic statement, notice or other disclosure through postal mail service.