

UNFCU Digital Banking Agreement

Please read this Digital Banking Agreement (the “Agreement”) carefully. This Agreement sets forth the terms and conditions that govern your use of UNFCU’s Digital Banking services. By accessing or using a UNFCU Digital Banking service or permitting others to do so, you agree to be bound by this Agreement. If you do not agree to the terms and conditions of the Agreement, do not access the Digital Banking services. If you find the terms of the Agreement unacceptable to you at any time, discontinue your use of the Digital Banking services. Your continued use of any Digital Banking service after any change is made to this Agreement will constitute your acceptance of and agreement to such changes. The current version of the disclosures and agreements governing your UNFCU membership and accounts, including the Electronic Services Disclosures and Agreement is incorporated by reference and made a part of this Agreement. Your eligibility for particular products and services is subject to final determination and acceptance by UNFCU.

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I. Definitions

"Account" means a checking, money market or savings account that is either an Eligible UNFCU Account or External Account, as applicable.

“ACH Network” means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

“ACH Rules” means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.

“ACH Service” means the transfer of funds from your Eligible UNFCU Account to an account held at a US financial institution using the ACH Network or other means.

"Affiliates" are companies related by common ownership or control.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

“Digital Banking” means the ACH Service, External Transfer, Mobile Deposit, Mobile and Digital Banking accessible through www.unfcu.org, Account to Account Transfers, POPMoney and Bill Pay Services.

“UNFCU” or “credit union” refers to the United Nations Federal Credit Union, including its directors, officers, employees, agents and service providers.

“Eligible UNFCU Account” means any UNFCU deposit account owned by you that is eligible to be used with Digital Banking.

“External transfer” means the transfer of funds from your UNFCU account(s) to an External Account or the receipt of a transfer into your UNFCU account(s) from a verified External Account.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible UNFCU Account; or (ii) from which you are transferring funds to your Eligible UNFCU Account.

“NACHA” means the National Automated Clearing House Association.

“OFAC” refers to the Office of Foreign Asset Controls. “SDN List” refers to the Specially Designated Nationals List maintained by OFAC. This list is publicly available at www.ofac.gov.

“Mobile Deposit” means the service that enables you to receive deposits via an application installed on your supported mobile device.

"Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

"Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

“Service” means any banking transaction conducted through Digital Banking.

"Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

“Site” means www.unfcu.org

"Transfer Instruction" is a specific Payment Instruction that you provide to the Service for a transfer of funds.

“We,” “us” and “our” refers to UNFCU.

“You” and “your” refer to refer to the member(s) who agree(s) to the terms and conditions of this Agreement.

II. ACH AND EXTERNAL TRANSFER SERVICES

A. Types of Transfer Requests

There are three types of transfer requests for the ACH and External Transfer Services: (1) A one-time transfer for which processing will be initiated immediately, (2) a one-time transfer for which processing will be initiated at a later specified date up to one year, and (3) a recurring series of transfers for which processing will be initiated on the specified dates.

B. Procedures for the External Transfer Service

The External Transfer Service is solely available for transferring funds between an Eligible UNFCU Account and External Accounts that you have registered using the External Transfer Service available through UNFCU’s Digital Banking services. Each new registered account will only become available after it is successfully verified as further described in this section. UNFCU will generate a series of microdeposits to each registered External Account. You will have ten (10) days to verify the microdeposits using a Digital Banking platform. Once you have successfully completed verification, the registered account will become active. If the external financial institution returns the microdeposit or if you fail to successfully verify the microdeposits within the allowed time, the registered account(s) will be removed from the UNFCU External Transfer Service.

C. Means of Transfer

You understand and agree that UNFCU uses a variety of banking channels and facilities to make ACH and External Transfers, but will ordinarily use the ACH Network. You authorize UNFCU to choose the means it deems suitable to cause each of transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Rules.

D. Authorization to Transfer Funds

You represent and warrant to UNFCU that you own each Eligible UNFCU Account and have full right and authority to all the funds on deposit therein. In addition, you authorize UNFCU to execute and charge your Eligible UNFCU Account(s) for any ACH Service and External Transfer request, subject to any applicable limits as to dollar amount and time to complete transfers when your requests are made in accordance with the procedures established by UNFCU. You understand and acknowledge that UNFCU has no obligation to execute any request for a transfer that is not initiated in accordance with such procedures. This authorization shall remain in full force and effect until you have informed us by either: (i) revoking your authorization via UNFCU digital banking or (ii) revoking your authorization by calling us at 1-347-686-6000, and we have a reasonable opportunity to act on it. You represent and warrant that you are either the sole owner or a joint owner of the Eligible UNFCU Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible UNFCU Account and the External Account. If you are a joint owner of the Eligible UNFCU Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

E. Information Relied Upon by UNFCU

You acknowledge and agree that UNFCU is relying upon the information you provide in originating an ACH Service transfer or External Transfer on your behalf. Any errors in the information - including incorrect or inconsistent recipient names, physical or email addresses, mobile phone numbers, account numbers, the recipient’s

financial institution's ABA number or name, as well as incorrect information in connection with a transfer from other persons to your account - are your responsibility whether the transaction was created using information you entered one time or from a template created for you by any receiver. You understand and agree that if your ACH Service transfer instructions identify an account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that financial institutions holding the account may not investigate discrepancies between names and numbers. In addition, you agree that UNFCU has no responsibility to investigate discrepancies between names and account numbers. For the ACH Service, UNFCU may, at its discretion, require the use of zero dollar test transactions (commonly known as prenotes) before allowing live payments to be made to receivers established in the online payments system of Internet Banking. If prenotes are required, the receiver will be unavailable for use with live payments for up to six days.

F. Limited Power of Attorney

In connection with any request to transfer funds using the ACH and External Transfer Service, you give to UNFCU a limited power of attorney and appoint UNFCU 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 originate deposits into or withdrawals from your accounts, 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 such funds transfers, verifying the content and authenticity of any transfer instruction, complying with all security procedures applicable to such transfers, as fully to all intents and purposes as you might or could in person. Once UNFCU has actual knowledge that you wish to cease using the UNFCU ACH or External Transfer Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge and to complete any pending transfers, this limited power of attorney shall be deemed revoked; provided, however, that any act done by UNFCU in good faith before UNFCU has actual knowledge of termination by you and 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 the financial institution (other than UNFCU) that maintains an account to or from which you are requesting a transfer is independent of UNFCU and your use of the UNFCU ACH and External Transfer Services. You shall not hold UNFCU responsible for any acts or omissions by the financial institution maintaining such an account, including without limitation any modification, interruption or discontinuance of it. YOU ACKNOWLEDGE AND AGREE THAT WHEN UNFCU ORIGINATES A REQUEST FOR A TRANSFER USING THE UNFCU ACH SERVICE OR THE EXTERNAL TRANSFER SERVICE, UNFCU IS ACTING AS YOUR AGENT. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS UNFCU AS YOUR AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED IN THE GENERAL TERMS SECTION OF THIS AGREEMENT.

G. Security Procedures

You agree that UNFCU will initiate your ACH Service or External Transfer request only after you access your Eligible UNFCU account(s) using UNFCU's Digital Banking services using your established credentials and after the wait period for your enrollment is complete (a maximum of seven days). You further agree to provide any additional password that may be assigned to or selected by you that is required in connection with a request to transfer funds using the ACH Service or External Transfer Service. UNFCU will not be liable for any delay in processing your request due to your failure to comply with the terms of this Agreement, including but not limited to the security procedures. You acknowledge and agree that UNFCU has established commercially reasonable security procedures for the ACH and External Transfer Service. You understand that the security procedure is designed to authenticate your identity before accepting a request for a transfer and not to detect errors in the content of your instruction.

H. Processing of ACH and External Transfer Requests

You understand and agree that when you request an immediate transfer of funds using the ACH or External Transfer Service, the debiting of your Eligible UNFCU Account will occur as early as the day of your request. However, the transfer of funds into the receiving account may take as long as two Business Days after you have made the request. If you request a one-time transfer with a specified date or a recurring series of transfers on specified dates, the debiting of your account will occur as early as the date specified. However, the transfer of funds into the recipient's account may take as long as two Business Days following the specified date.

You understand and agree that when you request an immediate transfer under this Agreement, the crediting of your Eligible UNFCU Account will occur no earlier than the next Business Day after you have made the request. You acknowledge that this may result in your Eligible UNFCU Account becoming overdrawn. You understand that all transactions are subject to screening against the SDN List by each party handling the transaction. Funds may be delayed, returned, or turned over to OFAC in the event that a transfer to an entity on the SDN List is suspected and/or confirmed.

As the originator of these transactions, you acknowledge to UNFCU that you are sending/receiving funds in compliance with all applicable US laws. You hereby authorize UNFCU to communicate via email from time to time, on your behalf and at their discretion in your name (including utilizing the email address that you supply to or designate for use for ACH Services) to the recipients of your transfers to (1) notify recipients of pending transfers from you, (2) request information from the recipient that is necessary or appropriate to complete the transfer and (3) to remind a recipient that action must be taken to complete a transfer and any and all other notices relevant to an intended recipient of an ACH Transfer.

I. ACH Service and External Transfer Limits

The following limits on transfer amounts are calculated against all outstanding transfers, which are transfers that have been requested but not yet paid. Limits are also subject first to the amount available in your Eligible UNFCU Account for payments to other financial institutions and secondly to these UNFCU-wide limits.

Maximum Limit	ACH Service (Debit to your UNFCU Account)	External Transfer Service
Per Transaction	\$25,000	\$25,000
Aggregate Daily	\$125,000	\$25,000

IMPORTANT: UNFCU may permit transfers in excess of these limits from time to time, based on UNFCU’s loss experience, security issues and other factors. UNFCU also may deny or limit specific transfers if it has any reason to question the authorization for, or security of, the transaction. UNFCU may also set individual lower limits on a member’s account(s) based on internal risk criteria. This includes but is not limited to length of membership.

J. Actions Taken Upon an Unsuccessful Transfer

When you request a transfer from an Eligible UNFCU Account using the ACH or External Transfer Service, the transfer may not be completed for various reasons. For example, if you have not provided complete and accurate required information regarding the recipient or the correct Eligible UNFCU Account, UNFCU cannot complete the transfer. If your identity cannot be verified as required in connection with scheduling an ACH transfer, your requested transfer will not be accepted. If the Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction, your transfer will not be accepted or will be delayed. If you do not have sufficient funds in your Eligible UNFCU Account from which you have requested a transfer be made, the transfer will not be completed. In addition, after any failure due to non-sufficient funds (whether an initial failure or a subsequent failure), your access to the UNFCU ACH and/or External Transfer Service or any other UNFCU payment service may be suspended or terminated, at UNFCU’s discretion.

K. Rejection or Delay of a Transfer Request

UNFCU reserves the right to reject or delay your ACH or External Transfer request. UNFCU may reject or delay your request if the dollar value of one or more of your transfer requests exceeds any of your transfer limits (as more fully described above), if you have insufficient available funds in your Eligible UNFCU Account for the amount of the requested transfer plus any applicable fee, if your request is incomplete or unclear, if there is a security risk related to a requested transfer, or if your request cannot be fulfilled for any other reason. You understand and agree that if your request is rejected for one or more of the reasons set forth above, you will be informed of the rejection or

delay during your online session or via email soon thereafter. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

L. Cancellations, Amendments or Recalls of a Transfer Request

You may cancel or amend an ACH or External Transfer request only if UNFCU receives your request prior to the initiation of the ACH transfer into the recipient's account and at a time that provides UNFCU with a reasonable opportunity to act upon that request. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. If your request to cancel or amend a UNFCU ACH is received after such transfer has been processed by UNFCU, you understand and agree that your request to stop payment, recall or amend your UNFCU ACH will be effective only with the voluntary consent of the receiving financial institution. If the receiving financial institution confirms that the funds are returnable and agrees to do so, once the funds are returned to you, UNFCU will return the funds to your UNFCU account. The amount that is returned to you may be less than you originally transferred because the entire amount transferred may not be available for return, and/or service charges of the receiving bank. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible UNFCU Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

M. Delays, Non-Execution of Funds Transfer Request

You agree that UNFCU shall not be responsible for any delay, failure to execute, or misexecution of your funds transfer request due to circumstances beyond UNFCU's reasonable control, including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the bank or execution of such request by the bank, whether caused by fire, flood, strikes, power failures, network or system down time, equipment malfunctions, issues with the financial institution(s), acts or omissions of any intermediary bank or beneficiary bank or interference from an outside force. UNFCU MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR YOUR RECIPIENT'S BANK - TO CREDIT YOUR RECIPIENT WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

N. Unauthorized Transfers

You understand that if you think that someone else has learned your access credentials for online banking or an unauthorized transfer or other type of online transaction has been made from one of your accounts, you must notify you immediately as more fully described in the 'unauthorized transfer' section of the Electronic Services Agreement that is part of the Membership and Accounts disclosure accessible at www.unfcu.org.

O. Email Notices about the ACH and External Transfer Services

You agree that all email or other electronic notices sent to me regarding the status of a UNFCU ACH request are merely service messages and will not constitute a transaction receipt or an official bank record with respect to a UNFCU ACH transfer. You acknowledge and agree that these notices may be sent to the email address on file for your membership at UNFCU, even if you have informed UNFCU separately in the past (or choose to do so in the future) to not send you marketing messages at that same email address.

P. Currency of Funds Transfer

The ACH and External Transfer Services are available for fund transfers to and from accounts in the United States, excluding Puerto Rico and US possessions, and transactions are made in US dollars only.

III. POPMONEY® Payments

A. Description of Service

The term "Popmoney Terms" means these Popmoney Payments Service Additional Terms. "Popmoney" is a trademark of CashEdge Inc. or its Affiliates. The Popmoney Service (for purposes of these Popmoney Terms, and the General Terms as it applies to these Popmoney Terms, the "Service") enables you: (1) to initiate a Payment Instruction from an Eligible UNFCU Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible UNFCU Account, in U.S. dollars (or in gift card value, if applicable). Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through www.Popmoney.com (the "Popmoney Website") and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.

B. Payment Authorization and Payment Remittance

1. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible UNFCU Account for payments remitted to you on behalf of a Sender without further approval from you.
2. When we receive a Payment Instruction from you, you authorize us to debit your Eligible UNFCU Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible UNFCU Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
3. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors.
4. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
5. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 - a. If, through no fault of ours, the Eligible UNFCU Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 - b. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 - c. The payment is refused as described in Section E of the Popmoney Terms below;
 - d. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible UNFCU Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
 - e. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper

execution of the Payment Instruction.

6. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

C. Initiation of Payment Instructions

You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

You understand and agree that when you initiate a Payment Instruction from an Eligible UNFCU Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible UNFCU Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible UNFCU Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Account (even if debited or withdrawn from your Eligible UNFCU Account), or receipt of a gift card, if applicable, may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Account information, or, in the case of a gift card, if applicable, a valid U.S. street address for gift cards that are physically delivered. The Site may contain additional information regarding the delivery of a payment to an Account or the delivery of a gift card, if applicable.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) Business Days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of Section E of the Popmoney Terms, below.

D. Receiving Payments

If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible UNFCU Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she or you can do that from the Site or from an Account at a

financial institution that participates in the Popmoney Service or at the Popmoney Website. Or, as applicable, if another person wants to send you a gift card using the Service, he or she can do that from an Account at a financial institution that participates in the Service and makes available the purchase of gift cards through the Service.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible UNFCU Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible UNFCU Account. You authorize the Sender, the financial institution which holds the Sender's Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive gift cards or Popmoney Requests, each as applicable, from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible UNFCU Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible UNFCU Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a Popmoney Request using the Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

E. Payment Cancellation, Stop Payment Requests and Refused Payments

Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible UNFCU Account or use other reasonable efforts to return such payment to you as permitted by law.

F. Mobile Phone Users

Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.

G. Service Fees and Additional Charges

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Request Money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible UNFCU Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible UNFCU Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section H of the General Terms (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Eligible UNFCU Account for such fees, as described in this Section, and there are insufficient fees in the Eligible UNFCU Account.

H. Refused Payments

We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

I. Returned Payments

In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

J. Definitions

"Popmoney Request" means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.

"Receiver" is a person or business entity that is sent a Payment Instruction through the Service.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.

"Sender" is a person or business entity that sends a Payment Instruction through the Service.

IV. BILL PAYMENTS

A. Description of Service

The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

B. Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service 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. Depending on the method of payment, your Eligible UNFCU Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible UNFCU Account may be debited earlier than the Scheduled Payment Date.

C. Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting Bill Payments by the Payee or financial institutions, some Bill Payment transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a Bill Payment post after its Due Date as long as the Bill Payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

D. Payment Authorization and Payment Remittance

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives. When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible UNFCU 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 the Service to credit your Eligible UNFCU Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section C of the Bill Payment Terms) shall be void if the Service is 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 Service, your Eligible UNFCU Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible UNFCU Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

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

E. Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

E. Stop Payment Requests

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact us. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

F. Exception Payments Requests

Exception Payments may be scheduled through the Service; however Exception Payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section C of the Bill Payment Terms) as it applies to any late payment related charges is void when Exception Payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an Exception Payment; all research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

G. Bill Delivery and Presentment

The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you

remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
2. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
3. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
4. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses held by the Biller. Any changes will require you to contact 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 email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
5. Activation. We will 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. 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.
6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. 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.
7. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the 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 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.
8. 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.
9. 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.

10. 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 directly addressed and resolved with the Biller by you.

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

H. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy (as further described in Section U (Privacy) of the General Terms), in addition to the circumstances set forth in Section L of the Bill Payment Terms (Information Authorization):

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

I. Service Fees and Additional Charges

You are responsible for paying all fees associated with your use of the Service. Section K of the Bill Payment Terms (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

J. Biller Limitation

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment as set forth in Section Q of the General Terms (Prohibited Payments) or an Exception Payment under this Agreement.

K. Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service 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. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible UNFCU Account. You may receive notification from the Service.

L. Information Authorization

In addition to this Section L of the General Terms (Information Authorization), you agree that the Service reserves 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).

M. Definitions

"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.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (Forex), options, or an investment interest in any entity or property).

"Payment Instruction" is as defined in Section I of the Agreement, and is further defined as the information provided by you to the 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).

"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, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

V. SOFTWARE LICENSE END USER TERMS

A. General

Access to your financial institution's services via your mobile device is powered by the mobile technology solution owned by Jwaala (the "Licensor") or its licensors. The Licensor is not the provider of any of the financial services available to you through the Software (defined below), and the Licensor is not responsible for any of the materials, information, products or services made available to you through the Software.

B. Ownership

You acknowledge and agree that the Licensor (or its licensors) is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software").

C. License

Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor or its licensors. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you or the Licensor. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control. Any open source or other software included in the Software is licensed subject to the additional terms of the applicable open source or other license conditions and/or copyright notices that can be found on Jwaala's website, or in other documentation or materials accompanying the Software. Copyrights to such open source software are held by copyright holders indicated in the copyright notices.

D. Restrictions

You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

E. Updates

The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

F. Text Messages

Text messaging services are provided by your financial institution and/or its service providers and not by Licensor. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g. mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

G. Consent to Use of Data

You agree that the Licensor may collect, use, and share with third parties technical data and other information related to your use of the Software, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.

H. Export Restrictions

You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

I. U.S. Government Restricted Rights

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

VI. MOBILE DEPOSIT

A. Eligibility and Qualification Requirements

You must first download UNFCU's Digital Banking Application on your compatible Mobile Device in order to access the Mobile Deposit service. To qualify for the Mobile Deposit service, you must meet eligibility criteria as determined by us.

B. Equipment Requirements

To use Mobile Deposit, you must have a supported mobile device with a supported camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device (collectively, the "Mobile Device"). We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with Mobile Deposit.

C. Limitations of Service

When using Mobile Deposit, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Mobile Deposit has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice.

D. Eligible Items

You agree to scan only checks and no other instruments. You agree that you will NOT use the Mobile Deposit service to scan and deposit any checks or other items as shown below:

- a) Checks or items payable to any person or entity other than you.
- b) Checks payable to you and another party, unless deposited into a Mobile Deposit account in the name of all payees.
- c) Checks or items 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.
- d) Checks or items containing obvious alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- e) Checks or items previously converted to a substitute check,
- f) Checks or items that are remotely created checks,
- g) Checks payable on sight or payable through drafts,
- h) Checks or items drawn on a financial institution located outside the United States.
- i) Checks or items not payable in United States currency.
- j) Checks or items dated more than 6 months prior to the date of deposit.
- k) Savings bonds or traveler's checks.

Nothing in this Agreement should be construed as requiring UNFCU to accept any check or item for deposit, even if UNFCU has accepted that type of check or item previously. Nor shall UNFCU be required to identify or reject any checks or items that fail to meet the requirements of this Agreement.

E. Security of Your Mobile Device and Account Information

You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Mobile Deposit (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with Mobile Deposit (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, text message, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be 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, including your Mobile Devices. We reserve the right to deny you access to Mobile Deposit (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

F. Image Quality

The image of a check or item transmitted to UNFCU using Mobile Deposit must be legible. The image quality of the checks and items must comply with the standards established and modified from time to time by the American National Standards Institute, or any additional standard set by us, and with any requirements set by any clearinghouse we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

G. Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Services. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as UNFCU may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

H. Receipt of Items

We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability to us. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from UNFCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

I. Availability of Funds for Mobile Deposits

If an image you transmit through Mobile Deposit is received and accepted before 4:00 p.m. EST on a Business Day that we are open, we will consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day that we are open. You agree, however, that items transmitted through Mobile Deposit are not subject to the funds availability requirements set forth in the "Funds Availability Policy and Disclosure" section of the UNFCU Membership Disclosures and Agreements or Regulation CC of the Federal Reserve Board. Nevertheless, we will generally make the first USD 225 of a day's total deposits available by the first (1st) Business Day after the day of your deposit and the remainder available by the second (2nd) Business Day after the day of your deposit. We reserve the right to delay availability up to sixty (60) days from the date we receive payment for items transmitted using Mobile Deposit. Credit given for the item is provisional and subject to final approval of the item. Funds you deposit may be delayed for a longer period of time when we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdraw funds because we believe the check is uncollectable and we will tell you when funds will be available. You agree to receive all notifications regarding your use of Mobile Deposit via electronic message. With respect to each item you send to UNFCU for deposit, you agree to indemnify and reimburse UNFCU for and hold UNFCU harmless from and against any and all losses, costs, and expenses.

J. Disposal of Transmitted Items

After a check or item has posted to your account, you agree to prominently mark the check or item as "Electronically Presented". You agree to never present the item again to us or any other party after the item has been deposited through Mobile Deposit, unless we notify you that the check or item will not be accepted for deposit

through Mobile Deposit. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to UNFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for UNFCU audit purposes. You agree to retain the check or item for at least sixty (60) calendar days after the date of the image transmission. After that sixty-day period, you agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through Mobile Deposit and have cleared to ensure that such checks and items are not presented again for payment and, prior to disposal or destruction, to safeguard such checks and items.

K. Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit through Mobile Deposit and to modify such limits from time to time.

L. 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 any account in your name. You acknowledge that all credits received for deposits made through the Services are provisional, subject to verification and final settlement.

M. Ownership and License

You agree that UNFCU retains all ownership and proprietary rights in Mobile Deposit, associated content, technology, and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use Mobile Deposit. Without limiting the restriction of the foregoing, you may not use Mobile Deposit (i) in any anticompetitive manner, (ii) for any purpose which would be contrary to UNFCU's business interests, or (iii) to UNFCU's actual or potential economic disadvantage in any aspect. You may use Mobile Deposit only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide Mobile Deposit.

N. Changes to the Services

Maintenance to Mobile Deposit may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance may be made, but we cannot guarantee that such notice will be provided.

O. Cancellation by You; Termination or Refusal by Us

You may cancel Mobile Deposit at any time by calling 347 686-6000 and allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via Mobile Deposit. We will have no obligation to honor any instruction, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or Mobile Deposit; (iv) is not in accordance with any other requirement stated in this Agreement or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate Mobile Deposit, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe Mobile Deposit is not being used for its intended, bona fide and lawful purposes under this Agreement; (c) we have reason to believe Mobile Deposit is being used in an anti-competitive manner or contrary to UNFCU's business interests; (d) your account is closed, access to your account is restricted for any reason, or if you do not use Mobile Deposit for a period of time or (e) following initial enrollment you do not use Mobile Deposit. Termination will not affect your liability or obligations under this Agreement or any other agreements you have with us for actions we have taken on your behalf.

VIII. GENERAL TERMS

A. Service Providers

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted

using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the beginning of this Agreement. Other defined terms are also present at the end of each set of Terms that follows after the General Terms, as applicable.

B. Information Authorization

Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible UNFCU Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

C. Service Termination, Cancellation, or Suspension

If you wish to cancel the Service, you must contact us at 347-686-6000. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

D. Intellectual Property

All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

E. Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to notify us of any violations of the General Terms or the Agreement generally.

F. Payment Methods and Amounts

There are limits on the amount of money (or, as applicable in some cases, gift card value) you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible UNFCU Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic or paper check or draft payment.

G. Taxes

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

H. Failed or Returned Payment Instructions

In using the Service, you are requesting us to attempt to make payments for you from your Eligible UNFCU Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible UNFCU Account (for example, there are insufficient funds in your Eligible UNFCU Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible UNFCU Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, we will attempt to debit the Eligible UNFCU Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if we have delivered the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible UNFCU Account to allow us to complete the debit processing;
- b. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us or our Service Provider;
- c. You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible UNFCU Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible UNFCU Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible UNFCU Account, including by ACH debit;

- d. You will reimburse us and our Service Provider for any fees or costs we incur in attempting to collect any amounts from you; and

We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

I. Password and Security

If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at +1-347-686-6000. See also the Electronic Services Agreement regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

J. Remedies

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section J of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

K. Our Relationship with You

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

L. Notices to You

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile.

M. Text Messages, Calls and/or Emails to You

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our affiliates and agents. You further consent to receiving text messages from us at that number, and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Please review our Privacy Policy for more information.

N. Fees and Service Charges

You are responsible for paying all fees associated with your use of any Digital Banking Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible UNFCU Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section H of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and

charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section H of the General Terms should be interpreted as applying to the External Account, not just the Eligible UNFCU Account, in such circumstances. Currently, there are no fees or charges assessed by UNFCU for you to enroll in or use the Digital Banking Services. Should we assess fees or charges for their use in the future, those fees will be disclosed in the UNFCU Fee Schedule available at www.unfcu.org.

O. Submissions

All information submitted to UNFCU via this site shall be deemed and remain the property of UNFCU and we shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information a visitor to this site provides us through this site. UNFCU shall not be subject to any obligations of confidentiality regarding submitted information except as agreed by us entity having the direct cardholder relationship or as otherwise specifically agreed or required by law.

P. No Unlawful or Prohibited Use

As a condition of using any Digital Banking service, you warrant to UNFCU that you will not use the service for any purpose other than for your own personal transactions (not for any business purpose) between accounts to which you have authorized access, or 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 Digital Banking service in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use and enjoyment of such service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Q. Prohibited Payments

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

1. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
2. Payments that violate any law, statute, ordinance or regulation; and
3. Payments that violate the Acceptable Use terms in Section E of the General Terms; and
4. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
5. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
6. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and

7. Tax payments and court ordered payments.
8. In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to notify us of any violations of the General Terms or the Agreement generally.

R. Service Changes and Discontinuation

UNFCU may modify or discontinue any digital banking service, including portions thereof, with or without notice, without liability to you at any time. We reserve the right, subject to applicable law and regulation, to terminate your use of a Digital Banking service at any time and for any reason, including, if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the terms of this Agreement or, if you provide us with false or misleading information or interfere with other users or in the administration of the services.

S. Links and Frames

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site

T. Receipts and Transaction History

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

U. Privacy

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

V. Indemnification

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service. This indemnity shall not be effective to relieve and indemnify UNFCU against its gross negligence, bad faith, or willful misconduct and is subject to ACH Rules.

W. Release

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the

applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

X. Exclusions of Warranties

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. THE INFORMATION AND MATERIALS CONTAINED ON ANY UNFCU PAGE OR PLATFORM ON WHICH A DIGITAL BANKING SERVICE IS PROVIDED OR OFFERED, INCLUDING, WITHOUT LIMITATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS - ARE PROVIDED "AS IS," "AS AVAILABLE". UNFCU DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES ON NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH THE INFORMATION AND MATERIALS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR PROHIBITED BY APPLICABLE LAW, UNFCU AND ITS DIRECTORS, OFFICERS AND EMPLOYEES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. UNFCU MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF A DIGITAL BANKING SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY UNFCU FROM ANY FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH YOU HAVE REQUESTED A TRANSFER, OR FROM WHICH A TRANSFER TO YOUR ACCOUNT HAS BEEN REQUESTED. UNFCU MAKES NO WARRANTY OR REPRESENTATION THAT THE UNFCU ACH SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

Y. Limitation of Liability

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF UNFCU AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES, CONTRACTORS AND VOLUNTEERS OF EACH, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES, CONTRACTORS OR VOLUNTEERS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES, CONTRACTORS OR

VOLUNTEERS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

ANY TRANSFER OF FUNDS USING A DIGITAL BANKING SERVICE IS SUBJECT TO THE TERMS OF THE UNFCU ELECTRONIC SERVICES DISCLOSURES AND AGREEMENT AND YOU AGREE TO REPORT ERRORS, DELAYS, OR OTHER PROBLEMS RELATED TO YOUR REQUEST AS STATED THEREIN. IF YOUR FUNDS TRANSFER REQUEST OR YOUR RECEIPT OF FUNDS IS DELAYED OR ERRONEOUSLY EXECUTED AS A RESULT OF UNFCU'S ERROR, UNFCU'S SOLE OBLIGATION TO YOU IS TO PAY OR REFUND SUCH AMOUNTS AS MAY BE REQUIRED BY APPLICABLE LAW. ANY CLAIM FOR INTEREST PAYABLE BY UNFCU SHALL BE AT UNFCU'S PUBLISHED SAVINGS ACCOUNT RATE IN EFFECT.

YOU AGREE THAT UNFCU SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH EXECUTING YOUR TRANSFER REQUEST TO ANOTHER PERSON'S ACCOUNT AT SUCH FINANCIAL INSTITUTION OR YOUR RECEIPT OF FUNDS FROM SUCH FINANCIAL INSTITUTION; (2) ANY CHARGES IMPOSED BY ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH UNFCU ACH SERVICE TRANSACTIONS; AND (3) ANY TRANSFER LIMITATIONS SET BY ANOTHER FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH YOU HAVE REQUESTED A TRANSFER, OR FROM WHICH A TRANSFER TO YOUR ACCOUNT HAS BEEN REQUESTED. IN NO EVENT SHALL UNFCU BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR ACH OR EXTERNAL TRANSFER REQUEST.

Z. Miscellaneous

1. Geographic Constraints

You agree that you will not use the Services in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control.

2. Governing Law; Venue

This Agreement is governed by the laws of the State of New York and federal law, as applicable and any action brought in connection with this Agreement must be brought in a court of appropriate jurisdiction in the State of New York, County of Queens or New York.

3. Conflicts

In case of conflict between any of the provisions of these General Terms and any of the other sections of the UNFCU Digital Banking Agreement, the terms of the individual section shall govern only to the extent there is a conflict.

4. No Waiver

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

5. Amendments

You agree that UNFCU may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail (sent to your address as it appears on your account records) or by posting the updated terms on our Digital Banking sites. UNFCU may ask you to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to you at the last address we have on file for you.