

## 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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### V. General Terms

#### 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](http://www.unfcu.org), and Account to Account Transfer 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](http://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 Services to you on our behalf.

“Site” means [www.unfcu.org](http://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 transfer request 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 even to 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 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 Digital 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.

<b>Maximum Limit</b>	<b>ACH Service (Debit to your UNFCU Account)</b>	<b>External Transfer Service</b>
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) if it deems that to be necessary.

**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 due to 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 Digital Banking or an unauthorized transfer or other type of online transaction has been made from one of your Accounts, you must notify UNFCU 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](http://www.unfcu.org).

#### **O. Email Notices about the ACH and External Transfer Services**

You agree that all email or other electronic notices sent to you 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) not to 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. 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 Alogent (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 Alogent'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.

### **IV. 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 notify us immediately 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 requirements 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.

### **V. 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. 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](http://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, as the 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.