
Consent to Online Disclosures

By clicking on the “Accept” box at the end of this document, you affirmatively consent to receive, and acknowledge that you can access, receive and retain the Digital Services Agreement and Disclosure electronically or by electronic means, and not in paper or non-electronic form. Your consent to receive electronic documentation does not automatically enroll you in our e-statement service. You must complete a separate enrollment to stop receiving paper statements.

Your Right to Cancel: You may withdraw your consent to receive future disclosures and documentation online by contacting Power Financial Credit Union (see below). There are no fees or restrictions on the SecureLink Online Banking service for choosing to withdraw your consent for online disclosures.

Paper Copies. You have the right to request and receive a paper copy of the Digital Services Agreement and Disclosures, and future documentation at any time by contacting Power Financial Credit Union (see below).

Contacting Power Financial Credit Union. You may call us at 800.548.5465 or write to us at Power Financial Credit Union, 2020 N.W. 150th Avenue, Suite 100, Pembroke Pines, Florida 33028. Please provide your name, email, telephone number, and for paper document requests your postal address and document title.

Your System Requirements. You will need computer access, a valid email address, Internet service and a printer or computer storage such as a hard drive or thumb drive, for printing or saving documents. The following are the hardware and software requirements necessary for you to access, receive and retain electronically delivered documents.

Operating Systems: Windows 8 or later; Macintosh OS X or later; iOS 14.x or later; Android 5.x or later

Browser: Google Chrome, Microsoft Edge, Mozilla Firefox, and Safari

PDF Reader: Adobe Reader DC or later to view and print PDF files

You agree that your computer satisfies the hardware and software requirements specified above and you certify you are capable of retaining and accurately reproducing the electronically delivered documents as electronic records for any future reference.

Digital Services Agreement

This Agreement is the contract which covers your and our rights and responsibilities concerning digital services offered to you by Power Financial Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application as applicants, joint owners or any authorized users. The words "we," "us," and "our" mean the Power Financial Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. By signing the Account Card, enrolling online or using any digital service each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

Digital services include electronic funds transfers ("EFTs") which are electronically initiated transfers of money through direct deposits, automated teller machines ("ATMs"), Point of Sale ("POS") terminals, VISA Debit Card, Simon Says (audio response), Online SecureLink Online Banking, Bill Pay, External Transfers (Account to Account or Popmoney), Cross Account Transfer, Mobile Banking transactions involving your deposit accounts at the Credit Union, plus Wire Transfers and eDeposit services.

1. Automated Teller Machine Services (ATMs).

a. ATM Transactions. Upon approval, you may use your ATM card or VISA Debit Card and your Personal Identification Number ("PIN") at automated teller machines of the Credit Union and the ATM networks we may designate. At the present time, you may use your Card to make the following transactions on your accounts:

- Withdraw cash from your Checking or Savings accounts.
- Transfer funds between your Checking or Savings accounts.
- Make balance inquiries on your Checking or Savings accounts.
- Other transactions as offered and permitted in the future.

Some of these services may not be available at all ATMs.

b. ATM Service Limitations. There is no limit on the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs. However, you may be charged an ATM withdrawal fee as set forth on the Fee Schedule. You may withdraw up to \$615.00 (if there are sufficient funds in your account) per day (for purposes of the daily limit, a day ends at midnight) at any authorized ATM, subject to our security limits and any limits on each ATM. You may transfer between your Share Savings and Checking accounts up to the balance in your accounts at the time of the transfer at available locations.

2. VISA Debit Card Purchases.

You may use your VISA Debit Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals within the networks or such other POS terminals as the Credit Union may designate. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the Courtesy Pay plan or may terminate all services under the Agreement. There is no limit on the number of POS purchase transactions you may make by Card during a statement period. No purchase may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union reserves the right to refuse any transaction attempted in a blocked country. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.

3. Simon Says Service.

Upon access to the Simon Says service for your accounts, a personal, 8 digit access PIN will be required. You must use your access code along with your account number to access your accounts. The system will prompt an update of the PIN to a length of 5-15 digits. At the present time you may use the Simon Says service to:

- Transfer funds between your savings, checking, and loan accounts, including loan payments and transfer funds to accounts of other members, as authorized.
- Withdraw funds from your savings by check, made payable to you and mailed to you at your mailing address.
- Access your line of credit account and transfer funds to your checking account.
- Obtain balance, withdrawal funds, interest due, due date information, and cleared check information on your accounts.
- Other transactions as offered and permitted in the future.

Your accounts can be accessed under the Simon Says audio response service. Audio response service will be available for your convenience seven days per week. This service may be interrupted for a short time each day for data processing. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are limitations on transactions you make per telephone calls.

No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The system will suspend the service after three unsuccessful attempts to enter a transaction or correct PIN.

4. SecureLink Online Banking.

a. Online Banking Transactions. You must register for the SecureLink Online Banking Service, you may use any authorized device to view your accounts. You must use an access code along with your username and password to access your accounts. The SecureLink Online Banking Service is accessible seven days a week, 24 hours a day. The online address for SecureLink Online Banking Service is www.powerfi.org. You are responsible for the installation, maintenance and operation of your authorized device. The Credit Union will not be responsible for any errors or failures involving any data or communication service of your authorized device. At the present time, you may use SecureLink Online Banking Service to:

- Transfer funds between your savings, checking and loan accounts.
- Transfer funds to accounts of other members you authorize for any of your accounts.
- Review account balance, transaction history and tax information for any of your accounts.
- Review information on your loan accounts including payoff amounts, due dates, finance charges, interest rates, and balance information.
- Review past statements of yours.
- Make bill payments from your checking account.
- Download account transaction information into personal finance software programs including Quicken and QuickBooks.
- Other transactions as offered and permitted in the future.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your Account Agreement and transactions involving a Line of Credit account will be subject to your Loan Agreement and Disclosures, as applicable.

b. Online Banking Limitations. The following limitations on SecureLink Online Banking transactions may apply in using the services listed above.

i. *Transfers.* You may make funds transfers to other accounts of yours as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Account Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

ii. *Account Information.* The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy. The Money Management Tool is integrated within our online channel to collect and analyze both internal and external account data.

iii. *E-Mail.* You may use the secure E-mail to send messages to us. E-mail may not, however, be used to initiate transactions on your account or stop payment requests. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding any unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 12.

iv. *Bill Payments.* You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either periodic and nonrecurring (i.e. payments on merchant charge accounts that vary in amount) or automatic and recurring (i.e. fixed mortgage payments). When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from the account you designate. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for providing or entering. If there are insufficient funds in your account to make the bill payment request, we may (in our sole discretion) either refuse to make the payment or make the payment and transfer funds from any Courtesy Pay account should your account be eligible for the service. The Credit Union is authorized to make multiple attempts to collect which may incur multiple fees for each attempt.

The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous. The Credit Union will withdraw the designated funds from your account within two business days of the date you schedule for payment. The Credit Union will process your bill payment transfer within one business day of the date you schedule for payment.

It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least six days before a bill is due. If you do not allow sufficient time or your account has insufficient funds, You are responsible for any late payments or finance charges that may be imposed, or other actions taken by a payee as a result of a late (or unpaid) payment. In no event will we automatically resubmit a payment for you after funds become available.

You may cancel or stop payment on periodic bill payments and automatic, recurring bill payment instructions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a periodic or automatic payment you have already scheduled for a transmission through the SecureLink Online Banking /Mobile Banking Service, you may electronically edit or cancel your payment request through the SecureLink Online Banking /Mobile Banking Service. Your cancellation request must be entered and transmitted through the SecureLink Online Banking/Mobile Banking Service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment. You may call the Credit Union at the telephone number set forth in Section 12 to request a stop payment on a Bill Payment item that was sent via a check. If you wish to place a verbal stop payment on a recurring Bill Payment transaction, not using the Bill Pay service, the Credit Union must receive your stop payment request at least three (3) business days before the payment is scheduled to be made. You may call the toll-free telephone number at 800.548.5465 to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call.

5. External Transfer Services.

a. External Transfer Services. By enrolling in the External Transfer services you agree to the following service terms and conditions. By using compatible and supported devices the Service allows you to electronically transfer funds from your account with us to your account at another financial institution, or from your account with us to other individuals' accounts. You must have the Online Banking or Mobile Banking service to be able to use External Transfer services. The Service is only available for accounts at U.S. financial institutions and funds are transferred in U.S. dollars. We reserve the right to modify the scope of Online Money Movement Services at any time. We reserve the right to refuse to make any transaction you request through the Service. You agree and understand the Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

b. Definitions.

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

"Transaction Account" is a transaction account (checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information) from which your payments as a Sender will be debited, any Service fees will be automatically debited, or to which payments and credits to you will be credited.

"Transfer Instruction" is the information provided by the Sender to the Service for a transfer or payment to be made to a Receiver (name, mobile telephone number, email address, and financial institution account and routing number information, etc.).

"Receiver" is a person or business entity that is sent a payment transaction through the Service.

"Sender" is a person or business entity that sends a payment transaction through the Service.

c. Person-to-Person Payments Service. The Person-to-Person Service enables you use the Credit Union Online service: (1) to initiate a payment transaction from a transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment transaction from another person into your transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Person-to-Person Service payment transactions, other Payment Networks may be used to facilitate the execution and transmission of payment transactions. All payment transactions must be made through the Online service and are subject to the terms of this Agreement. Receipt of payment transactions may be made through the Credit Union Online service subject to the terms of this Agreement.

i. Initiation of Payment Transactions. You may initiate (a) a one-time payment transaction to a Receiver for which processing shall be initiated immediately, or (b) a recurring series of payment transactions to a Receiver for which processing shall be initiated on the specified dates. Payment transactions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Transaction Account, necessary to complete an ACH Network transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address or mobile telephone number) and the Person-to-Person 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 Person-to-Person Website and then (ii) provide Transaction Account information in order to complete the payment transaction.

You understand and agree that when you initiate a payment transaction from a Transaction Account using the Person-to-Person Service, the processing of the payment transaction will begin and the debiting of your Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Transaction Account no earlier than the next Business Day after you initiated the payment transaction. If you request a one-time payment transaction to be initiated on a specified date or a recurring

series of payment transactions to be initiated on specified dates, then the processing of the payment transaction will begin on the specified date and the debiting of your Transaction Account will occur as early as the specified date(s).

ii. *Payment Authorization and Payment Remittance.* By providing us with names and telephone numbers, email addresses, and/or account information of Receivers to whom you wish to direct payments, you authorize us to follow the Transfer Instructions that we receive through the Person-to-Person Service. When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf. You also authorize us to credit your Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) or cancelled and returned to you because the processing of the payment transaction could not be completed. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information or Transfer Instructions (including but not limited to the Transfer Instructions and name, telephone number and/or email address that the Sender enters for the Receiver to whom you are sending the payment transaction), and for informing us as soon as possible if they become aware that this information is inaccurate.

iii. *Receiving Payments.* If another person wants to send you a payment transaction using the Person-to-Person Service to a Transaction Account you hold with us, he or she can do that from a Transaction Account at a financial institution that participates in the Person-to-Person Service or at the Person-to-Person Website. You understand and agree that there may be a delay between the time you are notified of the pending payment transaction and the deposit of the payment funds into your Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Transaction Account.

iv. *Payment Methods and Amounts.* We impose limits on the amount of funds you can send or receive. These 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, and the method to return funds to you in the event that your Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

v. *Receipts and Transaction History.* You may view your transaction history by logging into the Online service and viewing your transaction history.

vi. *Calls to You.* By providing us with a telephone number (including a wireless/cellular, mobile telephone number), you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes.

vii. *Prohibited Payments.* The following types of payments are prohibited and we have the right but not the obligation to monitor for, block and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories;
- Payments that violate any law;
- Payments for donations or payments to an unauthorized charity or non-profit organization
- Payments that violate any terms in this Agreement; and
- Payments related to tax or court ordered obligations, gambling, any unlawful activity, or any objectionable purpose as we reasonably determine.

In no event shall we be obligated to research or resolve or be liable for any claims or damages resulting from your scheduling of prohibited payments.

d. Account-to-Account Transfer Service. The Account-to Account Service enables you to transfer funds: (i) between your accounts that you maintain with us; and (ii) between your First account(s) that you maintain with us and your Account(s) that are maintained by other financial institutions.

i. *Transfer Authorization and Processing.* You represent and warrant that you are the sole owner (and not a joint tenant) of your account (Transaction Account) and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts. You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds.

ii. *Transfer Methods and Amounts.* We may, at our sole discretion, impose limits on the amount of money you can transfer through our Account-To-Account Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

iii. *Transfer Cancellation Requests and Refused Transfers.* You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed

checks) that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

iv. **Stop Payment Requests.** If you as a Sender desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

v. **Failed or Returned Transfers.** In using the Account-To-Account Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) You may be assessed a fee by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account agreement with us; (c) You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit; and (d) You will reimburse us for any fees or costs we or they incur in attempting to collect the amount of the return from you; and, (e) We are authorized to report the facts concerning the return to any credit reporting agency.

vi. **Refused Transfers.** We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

vii. **Returned Transfers.** In using the Account-To-Account Service, you understand transfers may be returned for various reasons such as, but not limited to, Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.

viii. **Your Responsibilities for Accurate Information.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. 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. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient 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.

6. Mobile Banking. Upon our approval, you may use mobile banking services (Mobile Banking) to: (i) conduct mobile banking transactions; (ii) make Popmoney payments; and (iii) make external funds transfers, subject to the following terms and conditions. If any of the accounts you register under mobile banking, Popmoney, or external funds transfer services is a joint account, you represent your joint account holder has consented for you to use that account with any service. We will end any service use if any joint account holder notifies us: (i) he or she never consented to you using the service; (ii) the joint account can no longer be operated by your instructions alone; or (iii) he or she is withdrawing consent for you to operate the joint account. If the account access to any mobile banking service is conducted by or for a business member, or the services are used for business purposes, the service and account will be considered a business service and account under this Agreement.

a. Mobile Banking Services. Mobile Banking is a personal financial information management service that allows you to access account information and make transactions as offered using compatible and supported mobile phones and/or other compatible and supported wireless devices ("Wireless Devices"). We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Banking page on our website. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through SecureLink Online Banking and Bill Pay services will be accessible through the Mobile Banking service.

b. Use of Services. You may use the Mobile Banking account access service to:

- Transfer funds between your savings, checking, and money market accounts.
- Transfer from your savings, checking, and money market accounts to a loan account.
- Transfer funds from a line of credit account to your savings, checking, or money market account.
- Review account balance, transaction history, and tax information for any of your deposit accounts.
- Review information on your loan account including payment amounts, due dates, interest charges and balance information.
- Make bill payments from your checking account using the Bill Pay service.
- Communicate with the Credit Union using email and secure chat.
- Access our Money Management Tool (PFM) for all your budgeting and financing needs.
- Popmoney (Send Money) Transfer Service.
- Review, print and download your eStatements and eNotices.

- Complete a Check Stop Payment request.
- Other transactions as offered and permitted in the future.

The Mobile Banking service will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your wireless device and the Credit Union Mobile Banking required to use the Service. The Mobile Banking service is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your wireless device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Access service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access the Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service.

c. Access to Accounts. By using the Mobile Banking service, you certify you are an owner, joint owner or custodian on the accounts represented in your Online enrollment. You understand that all owners of your accounts or anyone with whom you share your Passcode or any Online ID or access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

d. Relationship to Other Agreements. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider and that this Agreement does not amend or supersede any of these agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Mobile Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

e. Mobile Banking Service Limitations and Conditions. When you use Mobile Banking to access accounts, you agree to the following limitations and conditions:

i. *Account Ownership/Accurate Information.* You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

ii. *Additional Service Limitations.* Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

7. Electronic Check Transactions.

You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the limits of liability for any unauthorized transactions in **Section 12 Member Liability**. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

8. **Preauthorized Electronic Funds Transfers and Direct Deposit.**

Preauthorized electronic funds transfers may be made into or from your Credit Union accounts. These may include preauthorized electronic funds transfers made to an account from a third party (such as Social Security or your employer) or from an account to a third party (such as a mortgage company or insurance premium payment, excluding SecureLink bill pay transactions). If electronic funds transfers are made into or from your account, those payments may be affected by any change in your account status, including account transferring or termination of your account. Upon instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security.

9. **Online Wire Transfer Service.** The following terms and conditions govern the Online Wire Transfer service provided by the Credit Union.

a. **Scope of Service.** The Online Wire Transfer service covers requests initiated by you to transfer funds from your Credit Union account to an account at another institution using Online Banking. The origination of Domestic Wire Transfer request through the Credit Union shall be governed by the laws of the state of Florida, Regulation J, Article 4A of the Uniform Commercial Code, the Account Agreement and this agreement. To the extent of any inconsistency between the terms of these Agreements, the terms on this Agreement shall govern.

b. **Authority to Transfer Funds.** You authorize the Credit Union to execute and charge your account(s) for any requests for the transfer of funds, subject to any applicable limit as to amount or beneficiary, when such requests are given by you and are executed in accordance with the limitations, security procedures, or other requirements set forth in this Agreement. You understand and acknowledge that the Credit Union has no obligation to execute any funds transfer request that is not initiated in accordance with such limitations, security procedures, and other requirements.

c. **Reliance by Credit Union.** We will rely on the information you provide in making a funds transfer on your behalf. You understand that it is your responsibility to provide Credit Union with accurate information regarding that transfer, including the account number, name and address of the beneficiary of the funds and name and identifying number of the beneficiary institution (ABA #). Should you provide an incorrect account number and/or beneficiary institution identifier, you understand that any losses resulting from the funds being credited to the wrong account will be your responsibility.

d. **Transfer Cut Off Times.** Funds transfers occur on non-holiday weekdays (Monday through Friday) only. The Credit Union's funds-transfer cut-off time is 3:00 PM EST for domestic wires. Payment orders received after the applicable cut-off times may be treated as having been received on the next following business day and processed accordingly. Wire requests may be subject to further review which may cause a delay or cancellation of the request. The receiving institution may also take additional time to process. The Credit Union may establish or change from time to time cutoff times for the receipt and processing of funds transfers requests, amendments or cancellations.

e. **Cancellation or Amendment of Funds Transfer Request.** You have no right to amend or cancel your funds transfer request after receipt by us unless you can reasonably act upon the change request; however, the Credit Union shall use reasonable efforts to act on a cancellation or change request so long as it is received from you or your authorized agent in accordance with the security procedure set forth in this Agreement and the Credit Union has reasonable time within which to act upon such instructions. The Credit Union shall have no liability if the cancellation or change is not effected. Any written notice to the Credit Union by you must be hand delivered or sent by U.S. Mail or express carrier to any Credit Union branch location. If your funds transfer request has been executed by the Credit Union, you understand and agree that the request to cancel or amend the funds transfer will be effective only with the voluntary consent of and the beneficiary bank. The amount that is returned to you, if any, may be less than you originally transferred because of service charges of the beneficiary bank and/or the Credit Union.

f. **Service Fees and Charges.** You authorize to charge your account for any applicable service fees and charges for funds transfers in accordance with the Credit Union's fee schedule in effect at the time you make a funds transfer request. All fees are subject to change from time to time at the discretion of the Credit Union.

g. **Transfer to Beneficiary Bank.** The party to whom you are transferring the funds to is the "Beneficiary." The bank or financial institution at which the Beneficiary maintains the account to which the funds are being transferred or the bank disbursing the funds to the Beneficiary is the "Beneficiary Bank." When you request the Credit Union to make a funds transfer, you must select a financial institution as the beneficiary bank (i.e., recipient bank) for the transfer. For funds transfers within the United States, the beneficiary bank must be a member of the Federal Reserve System or a correspondent bank of such a member. If a wire transfer request indicates an intermediary bank or Beneficiary Bank inconsistently by name and identifying number, the execution of the wire request may be based solely upon the number even if the number identifies a bank different from the named bank or a person who is not a bank. If a wire transfer request describes a Beneficiary inconsistently by name and account number, payment might be made to the Beneficiary Bank solely upon the account number even if the account number identifies a person different from the named Beneficiary. Member's obligations shall not be excused in these circumstances. If the Credit Union receives notice that a wire transfer transmitted by the Credit Union has been rejected, the Credit Union shall notify you of such rejection, including the reason given for rejection by telephone, electronic message or U.S. Mail. The Credit Union will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.

h. Claims; Limitation of Liability. All transfers will appear on your regular account statement. It is your obligation to examine the statement for any discrepancy concerning any Wire Transfer. If you believe there has been an error or you need more information about your funds transfer, you agree that you must contact the Credit Union within fourteen (14) days after you receive notification that your funds transfer request has been executed. If your funds transfer request was delayed or erroneously executed as a result of erroneous information provided by us, you understand that you may be responsible for the amount of that transfer and any associated fees. If your funds transfer request was delayed or erroneously executed and a loss is suffered as a result of our error, our sole obligation to you is to pay or refund such amounts as may be required under the Uniform Commercial Code Article 4A or by other applicable law. If the Credit Union becomes obligated under Article 4A to pay interest, the rate of interest to be paid shall be equal to the dividend rate on a daily basis, applicable to the account at The Credit Union to which the wire transfer should have been made or from which the wire transfer was made.

The Credit Union is responsible only for performing the wire transfer services provided in this Agreement and should be liable only for its negligence or willful misconduct in performing the services. The Credit Union shall not be liable for acts or omissions by you or any other person; including without limitation any wire transfer system, any Federal Reserve Bank, any Beneficiary Bank, and any Beneficiary, none of which shall be deemed the Credit Union's agent. Without limitation, the Credit Union may be excused from delaying or failing to act if caused by illegal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes or other circumstances beyond the Credit Union's control. In no event shall the Credit Union be liable for any consequential, special, punitive or indirect losses or damages incurred relating to this Agreement, including without limitation, subsequent wrongful dishonor resulting from the Credit Union's acts or omissions.

i. Indemnity. You agree to indemnify and hold the Credit Union harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, by you or any other person acting on your behalf, including without limitation: (i) a breach by you of any provision of this Agreement; (ii) the Credit Union debiting or crediting the account of any person as requested by you ; and (iii) the failure to act or the delay by any financial institution other than the Credit Union.

j. Security Procedures. You agree to use the Credit Union's Security Procedure, in this Section, and as such Security Procedure may be amended as agreed upon by me and the Credit Union from time to time, for the purpose of verifying the authenticity of wire transfer requests and communications amending or canceling requests. The Credit Union's Security Procedure consists of a combination of security devices, questions and protocols, which include Tokens, Passwords, Out of Band Authentication and Online Banking Wire Transfer Limits, which are described in more detail below. You and your agents shall maintain the highest possible level of confidentiality with regard to the Security Procedure, and will take all steps necessary to prevent access to them by unauthorized persons. You agree to notify Credit Union immediately following your discovery of any unauthorized use. Subject to the Credit Union's obligations under this Agreement, the Credit Union will have no liability in connection with, or resulting from, the execution of any wire transfer by the Credit Union that was verified pursuant to the Security Procedure. You understand that the Security Procedure is not for the purpose of detecting errors in transmission or content of a Payment Order or a Wire Transfer.

i. Out of Bank Authentication (OOB). The Security Procedure utilizes two factor authentication OOB technology. To initiate Wire Transfers via Online Banking, OOB may be required over a certain dollar limit, as agreed upon between you and the Credit Union. You must be in physical possession of the registered phone for OOB to initiate a Wire Transfer. You agree that it is your sole and absolute responsibility to secure and protect access to all phones used for two factor authentication.

ii. Online Banking Wire Transfer Limits. Limits on the amount of Online Banking Wire Transfers will be established by the Credit Union. Provided the Credit Union complies with the security procedures selected by you and accepted by Credit Union, you shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request is not actually transmitted or authorized by you. If the Credit Union does not follow the agreed security option, but can prove the transfer request was originated by you, you will still be liable for the transfer amount plus transfer fees. You authorizes the Credit Union to record electronically or otherwise any telephone calls relating to any transfer under this Agreement. The security procedures established hereunder are commercially reasonable and Member agrees to comply in all respects with such procedures

k. Rejection of Funds Transfer Request. We reserve the right to reject your funds transfer request without cause or prior notice except when prohibited by law. You may reject your request if the dollar value of one or more of your transfer requests exceed your daily transfer limit, if I have insufficient available funds in your account for the amount of the funds transfer and applicable fee, if the information you provide in connection with that transfer is incomplete or unclear, if you are unable to confirm the identity or authority of the person providing the request, or if you are unable to fulfill your request for any other reason. The Credit Union may reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, or other requirements set forth in this Agreement. The Credit Union will comply with regulations issued by the U.S. Treasury's Office of Foreign Asset Control (OFAC). Any transfer request that is to an entity listed on OFAC's list of specially designated nationals and blocked persons by law the Credit Union shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to the Credit Union. The Credit Union shall have no liability to you as a result of Credit Union's rejection of any transfer request or internal transfer if it complies with the terms of this Agreement. If we reject a request for a funds transfer, you will be notified of the rejection during your online session or as soon thereafter as we have determined to reject the request by either a message through Online Banking or by notification through other means.

i. Delays, Non-Execution of Funds Transfer Request. While the Credit Union will handle your funds transfer request as expeditiously as possible, you agree that the Credit Union will not be responsible for any delay or failure to execute your funds transfer request, or delay in making the funds available to the beneficiary due to circumstances beyond the control of the Credit Union or any intermediary or beneficiary bank handling the transfer, 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 strikes, power failures, equipment malfunctions, or delays caused by one or more institution's fraud screening procedures or compliance procedures for anti-money laundering, economic sanctions or similar laws. You further agree that that we may refuse to process or delay processing any request if it would violate any guideline, rule, policy or regulation of any government authority or funds transfer system. TO THE EXTENT PERMITTED BY LAW, THE CREDIT UNION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER IN CONNECTION WITH YOUR FUNDS TRANSFER.

m. Amendments. You agree that we reserve the right to amend the terms and conditions of this Agreement. Unless otherwise required by law, we may amend this Agreement without prior notice to you. If we choose to notify you of an amendment or are required to do so by law, we 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.

10. SecureLink eDeposit Service

a. Deposit Capture Process. You may electronically capture an image of a check with your mobile device, personal computer, or any authorized device and then you must transmit the electronic image that the Credit Union will deposit to your account. The Credit Union's processing agent shall perform an image quality assessment of the imaged checks and shall convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by the Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

b. Funds Availability. Funds from items deposited through the Service are subject to the availability schedule and hold requirements as set forth in the Funds Availability Policy. Funds from check deposits made using SecureLink eDeposit made before 12pm on a business day will be credited the same business day. Funds deposited after 12pm on a business day will be credited the next business day. There may be additional holds on deposited items as set forth in the Credit Union's Funds Availability Policy disclosure, as amended from time to time, which is incorporated herein by reference. You agree that the imaging and transmitting of checks alone does not constitute receipt by Credit Union. Also acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a check or items does not contain errors or that funds will be available.

c. Deposit Acceptance. You agree that the Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via the eDeposit session. In the event that the Service is interrupted or are otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

d. Member Account. You must designate a Credit Union share savings or checking as the settlement account to be used for the purposes of settling, transactions requested in connection with the Service. We will provide you with details of each specific transaction. You will be responsible for reviewing and balancing of any settlement account.

e. Responsibility for Imaging. You are solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining your mobile device or imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the service. The Credit Union shall not be responsible for providing or servicing any equipment for you.

f. Responsibility for Endorsement. For all mobile check deposits, you must endorse the original paper check with your name and providing: "FOR MOBILE DEPOSIT ONLY". If you fail to provide this endorsement, we may refuse the deposit and return it to you and you agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement.

g. Deposit Limits and Requirements. A per item limit, daily limit, and 30 month rolling deposit limit apply when using this service. You may request an increase to the limits you have been assigned by contacting us. The total amount deposited during each online deposit completed before 12 pm will be credited on the same business day that your deposit transaction entry is made. Deposits made after 12 pm will be credited the next business day and available per the Funds Availability Policy. You agree to only use the Service to deposit checks drawn on financial institutions within the United States, excluding its territories. You may not attempt to deposit the following categories of checks: personal checks drawn on your account, non-negotiable items, altered checks, foreign checks, incomplete items or post or stale dated checks ("Unacceptable Checks"). For any Unacceptable Checks you must deposit those checks in person, using a night drop facility or by U.S. Mail. You agree that each check you deposit through the Service will meet the image quality standards directed in the application and as established in American National Standards Institute's standard X9.37.

h. Check Retention and Destruction. You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Account Agreement and your Membership Application. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile Deposit or computer scanner for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond 90 days from

the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentation for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed. Credit Union will retain any substitute checks it generates for seven years.

i. Presentment Prohibitions. You agree not to present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any Substitute Check that has already been presented for deposit via the Service or (ii) any original check, the Substitute Check of which has already been presented for deposit via the Service. In the event that you, or any third party, presents, or attempts to present, a deposit in violation of this Subsection you agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by the Credit Union from any other deposit accounts with the Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images

j. Your Representations and Warranties. You represent and warrant:

- That you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions;
- That all checks deposited through the Service are made payable to you;
- That all signatures on each check are authentic and authorized; and
- That each check has not been altered.

In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold the Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

k. Financial Responsibility. You understand that you remain, solely and exclusively responsible for any and all financial risks, including without limitation insufficient funds, associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including without limitation any information contained in an application.

l. Account Reconciliation. You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Account Agreement after receipt of your account statement. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

m. Financial Data. The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation so to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.

n. Service Availability. You understand that Service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.

o. Exception Items. When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item"), including without limitation electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality

or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with the Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union therefore may nevertheless be returned to the Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. The Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to the Credit Union.

p. Account Information. We will provide you with daily transaction history via SecureLink services detailing items processed, return items, and deposit adjustments. You may use the eDeposit Service to view online deposits that have not yet been processed. If you think you have made an error during an online deposit or you have a question about a deposit transaction you may contact the Credit Union as set forth in Section 12.

q. Service Warranty. By transmitting a check image to us for deposit, you perform the function of converting an original check to a substitute check. Therefore, you understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in the Check Clearing for the 21st Century Act and Federal Reserve Board Regulation CC ("Check 21"), applicable to any Reconverting Credit Union and Truncating Credit Union, as such terms are defined by Check 21, including without limitation the obligation to only convert an original check that allows for the creation of a substitute check that clearly and accurately represents the information on the front and back of the original check. The Credit Union and its agents may, but shall have no obligation, to screen checks or Substitute Checks for legal compliance. You agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute checks.

r. Disclaimer of Liability. MEMBER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO, AND EXPRESSLY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING WITHOUT LIMITATION THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

s. Credit Union's Liability. THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

t. Your Duty to Report Errors. You will notify the Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within 14 days of the date of the earliest notice to you which reflects the error. Your failure to notify the Credit Union of any error, omission, or other discrepancy within seven days from the date of a loss shall relieve the Credit Union of any liability for such error, omission, or discrepancy.

11. Conditions of Card Use. The use of your Card and Account are subject to the following conditions:

a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us (or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card), immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

b. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

c. Security Access Code. The personal identification number or access code that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the Simon Says or SecureLink

Online Banking Service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. If you authorize anyone to use your access code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

d. Foreign Transactions. Purchase and cash advance transactions made in or with merchants located in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. VISA USA charges us 1% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, you will be charged an International Service Assessment of 1% of the transaction amount for any card transaction made in or with merchants located in a foreign country. Transactions initiated in-person, telephonically, by catalogue, e-commerce, via the internet, or by any other means with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located. The Credit Union reserves the right to refuse any transaction attempted in a blocked country.

e. Illegal Use of Internet Gambling. You agree that all transactions that you initiate by use of your VISA Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your VISA Debit Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with the VISA Debit Card.

f. Non-VISA Debit Transactions Processing. We have enabled non-Visa debit transaction processing. This means you may use your Visa Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN. The non-Visa debit network(s) for which such transactions are enabled are the STAR Network. Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal. Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN. The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network and the liability rules for other EFTs in the **Section 12. Member Liability** will apply. VISA rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card.

g. Debit Card Updates & Alerts.

i. *Account Updater Service.* Visa requires the Credit Union to participate in an Account Updater Service in which your Visa card will be automatically enrolled. When your debit card expires or is lost/stolen and a new card is issued, the Service makes the new card data (card number and expiration dates) available to merchants with whom you have preauthorized (recurring) payments, such as subscription services or utility companies. With the updated card information the merchant may continue to process your recurring payments without requiring a new authorization. You may choose not to have your updated card information available to merchants. If you do not want VISA to update your card information automatically when it changes you must contact the Credit Union to opt-out of the service.

ii. *Falcon Fraud Alerts.* The Credit Union works with Visa Falcon Fraud protection services to continuously monitor your Credit Union debit cards to identify and prevent fraudulent transactions. If any transactions occur on your card that are unusual or outside of your normal spending patterns, this activity may prompt Falcon to contact you to confirm the transaction(s). If you have a Credit Union debit card, you are automatically enrolled. If you have a cell phone number on file with us, Falcon will send you Fraud Alerts via text messages. If you do not have a cell phone number on file with us, Falcon will contact you at the home phone number we have associated with your account. You may contact us to add a phone number or update your contact information. Once you are notified by Falcon Fraud and indicate to them that the transaction in question is unauthorized, they will immediately block the card. Falcon will block the card, when the risk score is high, if Falcon is unable to contact you. If you wish to discontinue the Falcon Fraud Alerts via text message, you may contact the Credit Union to opt-out of the service.

12. Member Liability

You are responsible for all transfers you authorize using EFT services under this Agreement. If you permit other persons to use an EFT service, Card, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For VISA Debit Card purchase transactions, if you notify us of your lost or stolen card,

you may not be liable for any losses. These liability limits will apply, provided you were not grossly negligent or fraudulent in handling your Debit Card and you provide us with a written statement regarding your unauthorized VISA Debit Card claim, otherwise the following liability limits may apply. For all other EFT transactions except electronic check transactions, if you tell us within two business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Your liability for unauthorized line of credit transactions through an EFT service is \$50.

Also, if your statement shows EFT transfers that you did not make, including made by card, access code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you; you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making transfers if you had told us in time. If a good reason (such as hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 954.538.4400, toll free 800.548.5465 or write Power Financial Credit Union, 2020 NW 150th Avenue, Suite 100, Pembroke Pines, FL 33028.

13. Business Days.

Our business days are Monday through Friday. Saturday, Sunday and Credit Union Holidays are not included.

14. Fees. There are certain fees for electronic fund transfer services as set forth in the Fee Schedule. From time to time, the fees may be changed. We will notify you of any changes as required by law.

a. ATM Surcharge Fees. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction. You may not use the Card for any illegal or unlawful transactions and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

b. ATM Overdrawn Account Fees. If you overdraw your account using your ATM card, you agree to pay the ATM Overdrawn Account fee as set forth in the Fee Schedule.

c. Overdraft Fees. If you conduct an ATM or POS VISA debit card transaction and you have provided an opt-in for the Courtesy Pay service or you conduct any other an electronic funds transfer and overdraw your account, you agree to pay a Courtesy Pay overdraft fee as set forth in the Fee Schedule.

d. SecureLink Online Banking. There is no fee for this service.

e. External Transfers (Account to Account and Popmoney). Credit Union members will incur a per transfer fee as set forth in the Fee Schedule, for the execution of Next Day Transfers. Standard Transfers (Three Business Days) do not incur a fee. Furthermore, any transfers that are initiated as in-bound do not incur a fee. A Stop Payment on any Popmoney Transfer is subject to a fee as stated on the Fee Schedule.

f. SecureLink Bill Pay Fee. Credit Union members who are registered for Bill Pay will not be assessed a fee for Bill Pay as long as one bill is paid per month. If no bills are paid in any one month, there is a monthly charge as listed on the Credit Union's Fee Schedule. The monthly charge will be deducted from your checking account around the 15th of the month. Members must have SecureLink Online Banking to use Bill Pay.

g. SecureLink eDeposit. Currently there is no monthly service fee for the eDeposit Service. You agree to pay all fees and charges for deposit services as set forth on the Fee Schedule, including any overdraft fees resulting from improper use of the eDeposit Service or any returned deposited check. All Service Fees are subject to change by Credit Union upon thirty (30) days written notice to Member.

h. SecureLink eStatements/eNotices. There is no fee for this service.

15. Right to Receive Documentation Transfers.

a. Periodic Statements. Transfers and withdrawals transacted through any electronic funds transfer will be recorded on your periodic statement provided by mail or electronically. You will receive a statement monthly unless there is no deposit, transfer or withdrawal transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically. You understand and agree that statements are made available to you on the date they are mailed to you or you have been notified that an electronic statement is available for your access. Images of Credit Union checks cashed at a Credit Union branch or checks that are returned are not available for viewing in SecureLink Online Banking or eStatements.

b. Direct Deposits. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 800.548.5465, using SecureLink Online Banking or Simon Says our bi-lingual audio response system.

c. Terminal Receipt. You may request a receipt at the time you make any transaction (except inquiries using an ATM or POS terminal or with a participating merchant, except some electronic terminals will not provide receipts for transactions of \$15 or less.

16. Account Information Disclosure.

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at: www.powerfi.org. However, we will disclose information to third parties about your account or the electronic fund transfers you make in the following limited circumstances:

a. As necessary to complete transfers,

b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant,

c. To comply with government agency or court orders, and

d. If you give us your express permission.

17. Preauthorized Electronic Fund Transfers.

a. Cancellation Rights. If you have authorized the Credit Union to originate regular electronic fund transfers from (or to) your account at the Credit Union, you or the Credit Union may cancel that request at any time up to three business days before the scheduled date of the transfer. This request may be made orally or in writing at the number or address disclosed in Section 12. If you order us to cancel one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages only if accurate information was provided to us.

b. Stop Payment Rights. You may ask the Credit Union to stop payment on an ACH transaction that is debited from your checking or savings account or a recurring debit transaction from your checking account. You may request a stop payment by telephone, mail, or in person. However, the stop payment may not be in effect until your original signature is received. If you have preauthorized a third party in advance to make regular fund transfers to/from your account, you must revoke the transfer in the manner specified in your original authorization with the third party. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the exact dollar amount, the number of the account, and date and name of the third party. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we credit your account after paying the item over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the item to the Credit Union, and to assist the Credit Union in legal action taken against the third party.

c. Duration of Order. You may be able to make an oral stop payment order which will lapse within 14 calendar days unless continued in writing within that time. A stop payment order on an ACH transaction will continue until the entry is returned or until you cancel the stop payment order.

d. Liability. The Credit Union may charge a Stop Payment fee for each stop payment order requested, as set forth on the Fee Schedule. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, who is the holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

e. Notice of Varying Amounts. If these payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, when the payment will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

f. Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. Notice to Merchant of Account Updates. If you have preauthorized a merchant to initiate a payment using your VISA Debit Card on a recurring basis and changes are made to your account, such as upgrading or closing and opening a new card, we may provide your new card number and expiration date to the merchant with whom you have arranged a recurring payment. We may also advise the merchant if your account has been closed.

18. Credit Union's Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error will be to correct the error. In no case will we be liable for any indirect, special or incidental damages. For instance, we will not be liable:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit.
- b. If you used the wrong access code, or you used an access code in an incorrect manner.
- c. If the Card has expired or is damaged and cannot be used.
- d. If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- e. If the ATM or POS terminal was not working properly and you knew about the problem when you started the transaction.
- f. Circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
- g. If the money in your account is subject to administrative hold, legal process or other claim.
- h. If your account is frozen because of a delinquent loan.
- i. If the error was caused by a system of any of the designated ATM networks.
- j. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.
- k. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise, the time you allow for payment delivery was inaccurate, or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- l. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, or any computer virus or problems related to software not provided by the Credit Union. Scheduled maintenance will occur at times throughout the year. Power Financial will inform you of any expected scheduled downtime.
- m. If there are other exceptions as established by the Credit Union.
- n. The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

19. Termination of Digital Services.

You agree that we may terminate this Digital Services Agreement and your electronic fund transfer services, if you or any authorized user of your electronic fund transfer services or access code breach this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card or access code.

You or any other party to your account can terminate this Account Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Account Agreement will not affect the rights and responsibilities of the parties under this Account Agreement for transactions initiated before termination.

20. Notices.

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least 21 days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

21. Enforcement.

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Florida law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

22. EFT Billing Errors.

In case of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth in Section 12 as soon as you can. For electronic transfer errors, we must hear from you no later than 60 days after we sent the first statement on which the problem appears. We must hear from you within 14 days after a domestic wire transfer error occurs and up to 180 days after an International wire transfer error occurs. When notifying us of any errors, please tell us:

- a.** Your name and account number.
- b.** Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c.** The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within 30 days after the first deposit to the account (new accounts), we will tell you the results of our investigation within 20 business days. If we need more time, however, we may take up to 45 days to investigate your complaint or question (90 days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States).

If we decide to do this, we will re-credit your account within five business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not re-credit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

23. ATM Safety Notice.

The following information is a list of safety precautions regarding the use of Automated Teller Machine(ATM) and Night Deposit Facilities.

- a.** Be aware of your surroundings, particularly at night.
- b.** Consider having someone with you when the ATM or night deposit facility is used after dark.
- c.** If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- d.** Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- e.** If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- f.** If you are followed after making a transaction, go to the nearest public area where people are located.
- g.** Do not write your personal identification number on your ATM card.
- h.** Report all crimes to law enforcement officials immediately.