

## CHAMPION CREDIT UNION ONLINE SERVICES AGREEMENT AND DISCLOSURE

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## CHAMPION CREDIT UNION ONLINE SERVICES AGREEMENT AND DISCLOSURE

This Champion Credit Union Online Services Agreement and Disclosure (“Agreement”) is the contract which covers your and our rights and responsibilities concerning the Online Banking Service, offered to you by Champion Credit Union (the “Credit Union”). The Online Banking Service permits you to electronically initiate account transactions involving your accounts and communicate with the Credit Union. Your use of the Online Banking Service is subject to the approval of the Credit Union. Your use of the Online Banking Service constitutes your acceptance of the terms and conditions of this Agreement, which are subject to change from time to time. The Credit Union reserves the right, in its sole discretion, to change, modify, add, terminate or remove any or all of the portions or features of the Online Banking Service. Your continued use of the Online Banking Service constitutes your acceptance of any revisions to these terms and conditions or the Online Banking Service. Any other agreements you have entered into with the Credit Union are incorporated herein.

In this Agreement, the words “member”, “you”, “your” and “yours” mean those who request and use the Online Banking Service (also known as Online Banking and/or E-Z Mobile for mobile access) any joint owners of accounts accessed under this Agreement or any authorized users of the Online Banking Service. The words “we,” “us,” and “our” mean the Credit Union. By requesting and using the Online Banking Service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments thereto.

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

1. **DEFINITIONS.** The following terms and definitions apply when used in this Agreement.
  - A. “Account” or “Accounts” means any one or more accounts you have with the Credit Union.
  - B. “Application” means any pending applications you have with the Credit Union for a new account or a loan.
  - C. “Bill Payment” or “Payment” means the remittance of funds, initiated through the Online Banking Service, from an Account to a Payee.
  - D. “Bill Payment Service” or “Bill Pay” means the Bill Payment Services offered by the Credit Union.
  - E. “Business Days” means Monday through Friday, excluding holidays.
  - F. “Electronic Funds Transfer” means the electronic transfer of money over an online network initiated through the Online Banking Service, from one eligible account to another.
  - G. “Loan Agreement” means any loan agreement that you have with the Credit Union.
  - H. “Member Accounts” means accounts held by you or other members of the Credit Union.
  - I. “Online Banking Service” or “Mobile Banking” means each and every product and service we offer that you apply for, use, administer or access (whether accessed through a personal computer or mobile device, the internet, our website, email, messaging services, including text messaging, software applications, or other electronic means), either now or in the future.

- J. "Password" means personal identification number, personal security code, or passcode, whether one or more than one, that you choose or was assigned to you by the Credit Union that allows you to access Credit Union services.
  - K. "Payee" means any person or entity to which you direct a Payment through the Online Banking Service.
  - L. "RDC" means Remote Deposit Capture.
  - M. "Remote Deposit Capture Service" means the mobile deposit services offered by the Credit Union.
  - N. "Username" means a unique user identification which will be used to authenticate your identity when using our Website.
  - O. "Website" means our internet address of [www.championcu.com](http://www.championcu.com).
2. **GENERAL PROVISIONS.** Once we enroll you for the Online Banking Service, you may use your personal computer or mobile device to access your accounts. You must use your Username and Password to access your Accounts and your pending Applications. The Online Banking Service is normally accessible seven (7) days a week, twenty-four (24) hours a day with the exception of short periods for scheduled maintenance and/or upgrades. Use of this service requires a personal computer or approved mobile device connected through an internet or mobile service provider and with a web browser, direct dial modem and access to the internet (World Wide Web). You are responsible for the installation, maintenance and operation of any software and your computer. The Credit Union will not be responsible for any errors or failures involving any telephone service, internet service, software installation or your computer. If you are not personally enrolled in our Bill Payment Service, you may enroll by submitting the separate Bill Payment Registration.
- A. Types of Transactions. At the present time, you may use the Online Banking Service to:
    - i. Transfer funds between your checking, savings and loan accounts.
    - ii. Transfer funds to accounts of other Member Accounts you authorize for any of your accounts.
    - iii. Review account balances, transaction history and tax information for any of your checking, savings or loan accounts.
    - iv. Download your account information to Quicken financial management software program, Comma delimited file or an Excel spreadsheet.
    - v. Change username or password.
    - vi. Make bill payments (Consumer Bill Pay and Business Bill Pay) to a person or business (payee), review bill payment history and make scheduled bill payment changes if you have separately applied for the Bill Payment Service.
    - vii. Use the Remote Deposit Capture Service.
    - viii. Conduct other transactions permitted by the Credit Union.
    - ix. Communicate with the Credit Union using the Secure Message Center.
    - x. Utilize mobile banking, online banking, and telephone banking.
    - xi. Sign up for and review E-Statements.
    - xii. Complete a new account Application.
    - xiii. Complete a new loan Application.

- B. Transaction Limitations. Mobile Banking transactions are currently limited to: viewing balances, transferring funds, paying bills, scheduling a transfer. The past 30 days of history can display. Limitations may be restricted further for older mobile devices or “flip” phones. Transactions involving your 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.
- C. Transfer and Service Limitations. The following limitations on Online Banking Service transactions may apply in using the services listed above.
- i. Transfers. There is no limit on the number of transfers from your savings accounts if they are made in person, by ATM, or by mail. However, transfers from savings accounts will be limited to a total of six (6) in any one month. Federal Regulations limit transfers from your savings accounts to no more than six (6) transfers per calendar month if the transfer is to another of your Credit Union accounts or to a third party by means of pre-authorized, automatic, telephonic, point of sale (POS) transaction or internet instruction. 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 Agreement or your Account or Loan Agreement. 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 our Funds Availability Policy.
  - iii. E-Mail and Secure Messaging. You may use secure messaging in the Message Center or e-mail to send messages to us. Messaging may not, however, be used to initiate a transfer on your account, a Password change or a stop payment request. We may not immediately receive your message communications that you send and we will not take action based on secure messaging or e-mail requests until we actually receive your message and have a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in the Liability for Unauthorized Access section.
- D. Security of Passwords. Access to your Accounts and pending Applications requires utilization of a Password. Your Password is confidential and issued only to you. Your Password should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You may change your Password at any time by logging into the Online Banking system. You agree not to disclose or otherwise make your Password available to anyone not authorized to sign on your accounts. If you disclose your Password to another person, whether it is intentional, accidental, or negligent action, you are

responsible for any such action. If you fail to maintain the security of the Password and the Credit Union suffers a loss, we may terminate your Online Banking Service and account services immediately. You waive all present and future claims against the Credit Union and release the Credit Union from all responsibility for loss or damage not caused by the Credit Union's negligence which you might incur through unauthorized transactions of any kind from your account(s) through the custody or use of your Account numbers and/or Password.

3. **ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES.** By enrolling in and using the Online Banking Service, you consent to the electronic transmission of all information and records, including your financial information that would otherwise have been given in writing. You also agree that the information or other communication delivered to us electronically is in writing and we may treat it, as appropriate, as containing your signature. Your consent covers all communications relating in any way to any Credit Union product or service. Your consent remains in effect until you give us notice that you are withdrawing it as set forth in the Termination paragraph contained herein.
- A. Revocation of Consent. Your consent will be deemed effective for as long as you use the Online Banking Service. You may revoke your consent by notifying us as set forth in the Termination section of this Agreement. If you revoke your consent, your right to use the Credit Union's website and the Online Banking Service will be terminated. If you change your E-mail address, you must let us know by telephoning our Customer Support Center 828-648-1515 or toll-free at 800-204-0596. If you enroll in the Online Banking Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional steps. We will advise you, at the time of your enrollment, of any additional action that you must take.
  - B. Statements and Disclosures. If you enroll for our e-Statement program, online statements and periodic disclosures will also be delivered electronically. You have the right to terminate your enrollment in our e-Statement service at any time. You may do so by telephoning our Customer Support Center 828-648-1515 or toll-free at 800-204-0596 or mailing a request to: Champion Credit Union's Customer Service, P.O. Box 1389, Canton, NC 28716. The withdrawal of your consent will be processed as soon as possible. Please allow a complete statement cycle for any method of statement delivery change to take effect.
  - C. Enrollment. Your enrollment in the e-Statement service does not affect any of the terms and conditions otherwise applicable to an account as separately disclosed to you, either in this Agreement, applications and enrollment forms, the applicable personal or business fee schedules, credit or deposit agreements, our Privacy Policy or other written disclosures.
  - D. Paper Records. You may request a paper copy of your records with the Credit Union. If you request a paper copy of a record, you may have to pay a fee for the paper copy, unless charging a fee is prohibited by applicable law. Please refer to the applicable fee schedule for any fee that may apply.

4. **HARDWARE AND SOFTWARE REQUIREMENTS.**

- A. Computer Requirements. The computer requirements to use the Online Banking Service are as follows: your personal computer, laptop, portable computer, mobile handset, Internet Service Provider web browser, any software, any telecommunications, and any related equipment referred to collectively as your "computer". You must also have an active email address.
- B. Maintenance. You are responsible for the installation, maintenance, operation and costs of your computer. By enrolling in the Online Banking Service, you represent that your computer has the capability to receive electronic messages at the E-mail address provided by you, that you can access and retrieve information in electronic form, and that you can either print or store those messages and information. We are not responsible for any computer virus, worm, Trojan horse or other similar harmful component that may enter your computer in connection with the use of the Online Banking Service or otherwise.
- C. Upgrades. From time-to-time, we may require that you upgrade or install software on your computer. You agree to promptly load any such upgrades or software to your computer upon our notification to you of such upgrade or software.
- D. Internet. In order to ensure proper operation of the Online Banking Service, you must also have an Internet Service Provider (ISP) and a web browser that supports the level of encryption that we use. We may change these encryption requirements from time-to-time. If you cannot or do not want to upgrade, your consent and use of the Online Banking Service will be terminated.
- E. Interruptions and Errors. We reserve the right to perform maintenance on our equipment or system on a regular basis which may result in interrupted service or errors in the use of the Online Banking Service. It may be necessary for us to change the scope of the Online Banking Service from time-to-time. Furthermore, we reserve the right to block access to the Online Banking Service to maintain or restore security to our website and systems if we reasonably believe that your User Name and Password have been or may be obtained, or are being used or may be used by an unauthorized person(s). We will attempt to provide prior notice of such interruptions, changes or denials of access, but cannot guarantee that such notice will be provided.
- F. Requirements. If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your electronic record with the Credit Union, we will give you notice of the revised hardware or software requirements. Continuing to use the Online Banking Service after receiving notice of the change is reaffirmation of your consent.
- G. Software. The Online Banking Service uses our proprietary software or the proprietary software of our licensors. If we have provided you with software to use with the Online Banking Service, you are being granted a nonexclusive, nontransferable license to use this software and only for your personal, use as provided in this Agreement. You may not disassemble, decompile, copy, modify, reverse engineer, sell, rent, sublicense, time-share or distribute any of the Online Banking Service software or information or allow anyone else to do so.
- H. Technical Assistance. Due to the variety of computer operating systems, hardware configurations and online connectivity, the Credit Union may not be able to provide detailed technical assistance with your specific computer. We will make every attempt to assist you; however, we cannot guarantee that we will be able to resolve

every issue relating your access to the Online Banking Service. There may be situations where you will need to secure technical assistance from a qualified third party at your expense.

- I. Maintenance. You are responsible for the installation, maintenance and operations of your computer and its software. The Credit Union is not responsible for any errors or failures from any malfunction of your computer or the software you use in access any Accounts with the Credit Union, the use of the Online Banking Service, Remote Deposit Capture Service, or the use of the Bill Payment Service. The Credit Union is also not responsible for any computer virus or related problems that may be associated with the use of any online system with the Credit Union.

5. **REMOTE DEPOSIT CAPTURE (MOBILE DEPOSIT SERVICES).**

- A. Statement of Service. RDC allows you to make deposits to your accounts remotely by scanning both sides of checks and delivering the images and associated deposit information to the Credit Union or the Credit Union's designated third-party service provider. The scanned images are transmitted to the Credit Union through a specified protocol and, those images that satisfy the terms and conditions of this Agreement, are credited to your account. You must provide legible images of the checks to be deposited and the checks must otherwise be eligible for deposit as if they were being presented in person for deposit at a physical Credit Union branch.
- B. Security Procedures. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify the Credit Union immediately by telephone: 1-800-204-0596 and may be asked to provide written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction.
- C. Eligible Items and Images. You represent and warrant to the Credit Union with respect to each check ("Check") or image ("Image"), that:
  - i. You will only scan and deposit check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"), which are payable to You. You agree that the image of the check that is transmitted to the Credit Union (each such check and other item a "Check" or "Image" and, if more than one, "Checks" or "Images") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text);
  - ii. Any Image you transmit will meet the standards for image quality established by the American national standards Institute ("ANSI") or other applicable standards established by the Credit Union, the Board of Governors of the Federal Reserve System, and any other applicable regulatory agency, clearing house or association;
  - iii. Any information you transmit to the Credit Union accurately represents all of the information on the front and back of any Check as of the time such Check was truncated, including without limitation: payment instructions placed on the check by, or as authorized by, the drawer, such as the amount of the Check, the payee, the drawer's signature; the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and any other information placed on the Check prior to the time an image of the Check is captured, such as any

- required identification written on the front of the Check and any endorsements applied to the back of the Check; and
- iv. You shall not attempt nor permit duplicate presentment of a Check in any form, including as an Imaged Item, a paper negotiable instrument or otherwise and you will not deposit or otherwise negotiate the original Item(s) from which the Image(s) was created. That no subsequent transferee, including but not limited to the Credit Union, a collecting or returning bank, drawer, drawee, payee or endorser, (i) will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s), or (ii) shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check/Item.
  - v. You will only transmit checks payable to you. If you are engaged or intend to engage in any business that would result in your being classified as a “money service business” (“MSB”) as defined in the Federal Bank Secrecy Act and its implementing regulations, you agree to immediately notify the Credit Union of same, and agree that the Credit Union at its sole discretion may refuse to provide or terminate (as applicable) this Service.
  - vi. Any Third Party Agent utilized by you is familiar with, and shall at all times be in compliance with the terms hereof, including without limitation, image quality, prohibition of duplicate items, and proper storage and destruction of original checks.
- D. Prohibited Checks. You agree that, unless we specifically agree otherwise in writing, you may **not** use the Service to deposit:
- i. Checks or items payable to any person or entity other than you (i.e., payable to another party and then endorsed to you or payable to cash);
  - ii. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know, or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
  - iii. Checks that are irregular in any way (e.g., where the numerical and written amounts are different);
  - iv. Checks or items previously converted to a substitute check, as defined in Reg CC (i.e., paper checks created from an electronic image);
  - v. Checks or items that you know or have reason to believe are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
  - vi. Checks or items that you have any reason to believe will not be paid by the institution on which it is drawn;
  - vii. Checks or items that are demand drafts or remotely created checks as defined in Reg CC (i.e., checks lacking the original signature of the drawer);
  - viii. Checks or items drawn on a foreign bank or payable in a foreign currency;
  - ix. Checks or items that have previously been returned unpaid for any reason;
  - x. Checks or items that are postdated or more than six (6) months old;
  - xi. Checks or items payable to “Cash”;
  - xii. Items drawn on any account of yours (whether at the Credit Union or another financial institution);
  - xiii. Checks payable to you and another party who is not a joint owner on the account;



- xiv. Money Orders;
- xv. Traveler's checks;
- xvi. Savings bonds;
- xvii. Un-encoded checks; or
- xviii. Checks or items prohibited by the Credit Union's procedures relating to the Services or which are not otherwise acceptable under the terms of your account.

Paper originals must be endorsed before being scanned. The images of Items you send us will be sufficiently inclusive and high quality to permit us to satisfy all pertinent requirements of the following: the Check 21 Act, 12 USC 5001, et seq.; all related laws or regulations; all other state or federal laws and regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other clearing houses or associations.

- E. Endorsement Requirements. Endorsements must be made on the back of the Check within 1 ½ inches from the top edge, although the Credit Union may accept endorsements outside this space. Your endorsement MUST include your signature and "FOR MOBILE DEPOSIT ONLY AT CHAMPION CREDIT UNION". Any loss the Credit Union incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees on your account must be endorsed by both payees if the check is payable to you and your joint owner.
- F. Processing. All images processed for deposit through RDC will be treated as "deposits" under your current membership agreement with the Credit Union and will be subject to all terms of your membership agreement with the Credit Union. When the Credit Union receives an Image, the Credit Union will confirm receipt via email to you (the email will be sent to the email address registered with your account). The Credit Union shall not be deemed to have received the image for deposit until the Credit Union confirms receipt to you. Confirmation does not mean that the Image contains no errors and is accepted by the Credit Union for deposit.
- G. Receipt of File. You acknowledge and agree that you shall remain liable for and that the Credit Union shall not be accountable to you for any Image that is not received by the Credit Union and for an Image that is intercepted or altered by an unauthorized third party. You acknowledge and agree that the Credit Union has no obligation to accept an Image and therefore may reject any Images submitted by you. The Credit Union has no obligation to notify you of the rejection of an Image. The Credit Union shall have no liability to you for rejection of any Image(s) or for failure to notify you of a rejection. Upon receipt of the Image submitted by You, the Credit Union may examine the Image to ensure that you have followed the procedures set forth herein. If you have not followed the procedures or if errors exist in the data or the Images, the Credit Union, in its sole discretion, may reject and not accept the entire Image. Notwithstanding the fact that the Credit Union has accepted an Image for deposit, any credit made to your account shall be provisional and you shall remain liable to the Credit Union for any errors, inaccuracies, breach of warranties and any other loss sustained by or claim made against the Credit Union on the part of any party. The Credit Union reserves the right to refuse to process or reject any Image for any reason at its sole discretion.

- H. Provisional Credit and Availability of Funds. Upon acceptance of the Image, the Credit Union shall grant your account Provisional Credit, defined below, for the total amount shown on the Image. "Provisional Credit" means that the credit is made to your account subject to final payment of the Items and subject to the terms of account agreement with the Credit Union. For the purpose of determining availability of funds, the Credit Union may hold funds for the period of time permitted by the Credit Union's funds availability disclosure. Checks will only be processed on Business Days. Business Days are Monday through Friday, except holidays ("Business Days").
- I. Maintenance and Destruction of Original Item. You shall securely store all original Checks for a period of fifteen (15) days after you have received notice from the Credit Union that the Check has been accepted (the "Retention Period"). During the Retention Period, you must make the original Check accessible to the Credit Union, upon request by the Credit Union. Upon the Credit Union's request, from time to time, you will deliver to the Credit Union, within forty-eight (48) hours of such request and at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. You shall destroy, after marking such Checks "VOID", original Checks upon the expiration of the Retention Period applicable to such Checks. You agree that you will never re-present the original Check. You understand that you are responsible if anyone is asked to make payment based on an original Check that has already been paid.
- J. Requested Information. You agree to provide such information as requested by the Credit Union in order to qualify you for the Service, including without limitation, providing information and Images as requested by the Credit Union to facilitate investigations related to unusual transactions or poor quality transmissions or to resolve disputes. Such documents may include copies of Images or original items, if available.
- K. Failed Deposits. If a Check fails to process through RDC, you may bring the Check to the nearest Credit Union location for processing. There are limitations to the Checks the Credit Union will accept:
- i. A Check with a restrictive endorsement in another institutions name will not be accepted, you will need to contact the issuer for a new check.
  - ii. A Check having a restrictive endorsement with the Credit Union listed may be processed with an extended hold (up to 15 days) placed on it.
  - iii. A Check having a restrictive endorsement and no financial institution listed may be processed with an extended hold (up to 15 days) placed on it.
- L. Returned Checks. Any credit to your account for Checks deposited using RDC is a Provisional Credit to your account. The Credit Union will process any returned Checks in accordance with applicable law and the deposit account agreement governing your account with the Credit Union for which the Check is presented. If Checks previously deposited by you are dishonored and returned unpaid by the drawee bank or are returned by a clearing agent for any reason, including but not limited to issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with this Agreement, that the original Check

cannot be returned to you and the Credit Union may charge back an Image of the Check to your checking account. You understand and Agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check, but not the paper originals. Unless otherwise instructed by the Credit Union, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you. Returned items are processed the same way as they would be for a check that was imaged. You will reimburse the Credit Union for all loss, cost, damage or expense caused by or relating to the processing of the returned item. The Credit Union may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

- M. Indemnification and Liability; Third Party Claims. In addition to any other indemnification herein, you hereby indemnify and agree to reimburse, protect, defend and hold the Credit Union and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, and agents harmless from and against, all actions, causes of action, claims, damages, loss, liabilities, including without limitation all incidental and consequential damages, and all reasonable out-of-pocket expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising directly or indirectly from: (a) any breach of warranty or other breach, or failure to by you under the terms of this Agreement; (b) your use of the Services; (c) any warranty or indemnity claim brought against the Credit Union by a third party under 12 CFR 229.52, 12 CFR 229.53 or other regulations in connection with a Check transmitted to the Credit Union by you; (d) any wrongful acts or omissions of you or any person acting on your behalf in connection with your use of the Service provided, however, you are not obligated to indemnify the Credit Union for any damages solely and proximately caused by Credit Union's gross negligence or willful misconduct. The terms of this paragraph shall survive the termination of this Agreement.
- N. Equipment. To use the Services, you must obtain and maintain, at your expense, a compatible mobile device and software as specified by the Credit Union from time to time. The Credit Union is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation. The Credit Union is not responsible for any technical difficulties or any resulting damages you experience attempting to use the Services, including, but not limited to, items we do not receive or for images that are dropped during transmission.
- O. RDC Unavailability. RDC may be unavailable temporarily due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider, or internet software. In the event that RDC is unavailable, you may deposit original checks at local Credit Union branches.
- P. Funds Availability. For purposes of funds availability from a RDC, mobile deposits are confirmed as received before 3:00 p.m. (E.S.T.) on a business day will be

credited to your account the same day. Mobile deposits received after 3:00 p.m. (E.S.T.) on a Business Day will be credited to your account on the following Business Day. 12 CFR 229.10, et seq.). If a hold is placed on a Check, you will be notified by the Credit Union, via regular mail to the address you have on file with the Credit Union, with a Notice of Delayed Availability. Extended holds can be placed at the Credit Union's discretion. Even after funds are available to you and have been withdrawn, you will still be responsible for returned items or any other problems with the remote deposit.

Q. Representations and Warranties. Unless prohibited by law, by making remote deposits, you make the following warranties to the Credit Union and agree to indemnify the Credit Union and hold the Credit Union harmless from any breach of such warranties, including payment of our reasonable attorneys' fees and litigation expenses:

- i. That you are the lawful and intended payee of each Check that you deposit and are legally entitled to enforce and obtain payment of that Check;
- ii. To the best of your knowledge, the image transmitted to us accurately represents the front and back of the Check at the time of scanning, without any alteration, and the drawer of the Check has no defense against payment of the Check;
- iii. That the amount, payee, signature and endorsement on the scanned image and the Check are legible, genuine, and accurate;
- iv. That you will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid;
- v. That the Credit Union is authorized to enforce and obtain payment of the original Check;
- vi. That only paper originals of bona fide Checks have been scanned for remote deposit;
- vii. That each of the Checks included in your remote deposit(s) was duly authorized in the amount stated on the Check and to the payee stated on the Check;
- viii. That there was and will be no duplication among Checks included in your remote deposit(s);
- ix. That the Check has not be altered or modified from its original state;
- x. That you will not deposit or redeposit the paper originals of the Check included in your remote deposit(s) or make any other deposits or re-deposits of such Checks without our Informed consent;
- xi. That the Credit Union will not suffer any loss as a result of your remote deposit(s);
- xii. That the Credit Union will not suffer any loss as a result of your retention or destruction of the paper originals of Checks included in your remote deposit(s);

- xiii. That all information you provide to the Credit Union regarding your remote deposit(s) will be accurate;
- xiv. That your remote deposit(s) and all information you provide to us will be virus-free;
- xv. That your remote deposits will not violate any laws; and
- xvi. That you have performed and will perform all your obligations under this Agreement.

With respect to each Image, you make to the Credit Union all representations and warranties that the Credit Union makes or is deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to the Credit Union will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

- R. Your Other Responsibilities. You will use the Online Banking Service for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with all applicable laws, rules, and regulations. You agree to provide us with all information we may reasonably request to resolve any discrepancy, including, without limitation a copy of the original check if it has not been destroyed. You also agree to cooperate and assist the Credit Union in its investigation of any lost or unsuccessful transmission of Checks, including providing the Credit Union with copies of original checks and other records and documentation. You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the images you submit through the Online Banking Service. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to the Credit Union or if the Service is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable images to Credit Union.
6. **BILL PAY SERVICE**. Payments made under the Bill Payment Service are “Bill Payments”. Completion of the Credit Union’s Business Bill Payment self-enrollment, acceptance of the terms and conditions and use of the Bill Pay Service, means you agree to abide by the terms and conditions of this Agreement. There are detailed instructions for use of Bill Pay contained in the online help menus available while using the Bill Payment Service. You may also contact iPay support from 7:30 am EST through 2am EST Monday- Friday by calling toll free 855-890-7226 or clicking on the live chat icon to initiate a web chat session with a bill payment representative who will assist you with any bill payment questions. The Bill Payment Service allows you to schedule bill payments electronically or by check if your payee does not participate in the electronic bill payment program. Subject to any regulatory or Credit Union imposed limitations on usage, you can arrange for the payment of your bill from a Credit Union checking account. Access to the Bill Payment service is made available pursuant to a license agreement by and between the Credit Union and iPay. Any interruption of service or access caused by the Credit Union or iPay may prevent your use of the service. To utilize the services, you will need to enter your username and

password and satisfy the system's security procedures, including multi-factor authentication.

A. Requirements to use the Bill Payment Service.

- i. Account. In order to use the Bill Payment service, you understand that you must have a qualified checking account with the Credit Union and be enrolled in our Online Banking Service. You must designate the Account(s) from which Bill Payments are to be made. By using Bill Payment, you agree that, based upon instructions received under your Password, we can charge your designated Account(s) by debiting and remitting funds on your behalf. Bill payments may be only processed using your designated bill pay Account. You may have multiple designated bill pay checking accounts, but each one must have its own payee list.
- ii. Payees. You must designate the complete name of the Payee, the Payee account number, the Payee Telephone Number and the Payee's remittance address, all exactly as shown on the billing statement or invoice. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as, but not limited to, the address to which the Payee specifies Payments are to be delivered, your account number with the Payee, the name on your account with the Payee, the Payee's phone number and the name of account holder at the Payee. We reserve the right to refuse to pay any Payee designated by you. If we do so, we will notify you promptly. You hereby agree and authorize us to utilize the most effective means to process your transaction, including, without limitation, electronic, paper, or other draft means. You may pay any Payee within the United States in U.S. Dollars. You may not use the Bill Payment service to make payments to a federal, state or local governmental or tax unit, or to pay child-support or alimony.
- iii. Bill Payments. Bill Payments may be entered on the single payment, recurring payments or multiple payment screens. Using any of these screens, you must enter a payment date or start and end date, depending on the type of payment, for your bill payment. Bill Payments are scheduled by you to be debited from your bill pay account based on the date(s) you enter on one of the bill payment screens. In scheduling Bill Payments, do not use the bill due date as the payment schedule date. If you submit an electronic payment, sufficient funds must be available at the time the payment is processed and posted from your account. If the Payee is to be paid by paper check (as indicated on the Bill Payment Payee List), you understand and agree that paper checks are mailed to the Payee and the Payee may not receive the Bill Payment until 5 to 8 business days after the date the payment schedule date. Bill Payments processed by check will be printed with your designated account number, and sufficient funds must be available at the time the bill payment is processed. If the Payee is to be paid electronically (as indicated on the Bill Payment Payee List), you understand and agree that the Payee may not receive the Bill Payment until up to three (3) days after the date the payment scheduled date. The funds will come out of the designated account on the payment scheduled date. If you do not allow sufficient time, you will assume full responsibility for all

late fees, finance charges, or other actions taken by the payee. You should carefully consider factors such as the Payee's due date for payment, grace period, whether the Payee's due date for payment falls on a non-Business Day and other factors when scheduling a Bill Payment to avoid late payments and late fees. If the Payee is not set up for electronic payments or cannot receive electronic payments, the Bill Payment to such Payee will be processed by check rather than electronically.

- iv. Monitoring. You are responsible for monitoring the Bill Pay activity to verify that you did not have a payment that was not processed due to insufficient funds in your account. If you do have a payment that failed because of insufficient funds in your account, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through Bill Pay, after ensuring that you have the sufficient funds to cover the Bill Pay amount.
  - v. Delivery. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of Bill Payments by a third party such as the failure of the Payee to properly post a Bill Payment to your account with the Payee.
  - vi. Cut-Off Time. Bill Payments made after the cut-off time will be processed on the following Business day. The cut-off time on each Business day is 4:00 pm Central Time. If you schedule a Bill Payment for a date that is not a Business day, the payment will be processed on the following Business day. The Credit Union reserves the right to change the cut-off time and cancellation time. You will receive notice in advance of any changes.
- B. Recurring Payments. Bill Payments you setup as recurring are automatically rescheduled by the Bill Payment Service. Based upon your selected frequency settings for the Bill Payment, a process date is calculated for the next occurrence of the Bill Payment. If the calculated process date is not a Business day, it is adjusted based upon the following rules:
- i. If the recurring Bill Payment's "Pay Before" option is selected, the process date for the new occurrence of the Bill Payment is adjusted to the first Business day prior to the calculated date;
  - ii. If the recurring Bill Payment's "Pay After" option is selected, the process date for the new occurrence of the Bill Payment is adjusted to the first Business day after the calculated date.
  - iii. If a Bill Payment Frequency day of the 29th, 20th or 31st is selected and that day does not exist for a particular month in which the bill is being paid, then the last calendar day of that month is used as the calculated payment date.
- C. Returned Payments. In using the Bill Payment Service, you understand that Bill Payments may be returned by or to the Credit Union for various reasons including (but not limited to) the:
- i. Account or account number at the Payee is not valid,
  - ii. Payee address is not valid,
  - iii. Payee returns or rejects the remittance item, or
  - iv. Account at the Payee has been paid in full or has been turned over to another company or individual.

The Credit Union shall use commercially reasonable efforts to research and correct the returned payment, or void the payment and credit your payment Account. You may receive notification through the Bill Payment Service for any Bill Payments that are returned.

- D. Restrictions. Certain restrictions apply to Bill Payments: (a) the payee or merchant must be located in the United States; (b) Bill Payments may not be remitted to tax authorities, government agencies or collection agencies; (c) payments to security companies for stock purchases or trade taxing authorities are restricted; (d) court directed payments such as alimony, child support or other legal debts are restricted.

- i. In addition, Business Bill Payments are restricted to the following limits:  
Business Bill Payments cannot exceed the following limitations:

Warn Limit	\$2,500.00
Maximum Transaction Amount	\$25,000.00
Maximum Amount per processing day	\$50,000.00
Maximum Amount per processing month	\$250,000.00
Transfers	Per Item: \$10,000.00 Per Day: \$10,000.00
Email Payments	Per Item: \$10,000.00 Per Day: \$10,000.00
Pay an individual	Per Item: \$10,000.00 Per Day: \$10,000.00

- ii. In addition, Consumer Bill Payments are restricted to the following limits:  
Consumer Bill Payments cannot exceed the following limitations:
- Dollar Amounts. There is a dollar limit of what is available in your account in any 24-hour period up to \$3,000.
  - Minimum Payment Amount. There is a minimum bill payment amount of \$1.00 for each bill payment processed.

**\*\*The Credit Union reserves the right to change limits at any time.\*\***

- E. Fees. For Business Bill Pay Services, there is a flat monthly fee of \$8.00 for the Bill Pay service; however, we reserve the right to change fees at any time with proper notice as required by law. For Consumer Bill Pay Services, there is no upfront fee for bill pay. However, there is a \$3.00 monthly inactive account fee starting at 90 days if you allow 90 (ninety) days to laps between usage (actually paying a bill). This means that if you sign up for consumer bill pay and allow 90 days between paying bills you will be charged a \$3.00 fee monthly until the use starts back.
- F. Available Funds. You agree to have available sufficient funds on deposit in the Account that you designate to pay all Bill Payments. The Credit Union reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with the above requirements or any other term of this Agreement. If you do not have sufficient funds in your account and the Credit Union has not exercised its right to reverse or reject a Bill Payment, you agree to pay Insufficient Fund and Overdraft fees as disclosed in the Credit Union's Schedule of Fees. You further agree that



the Credit Union, at its option, may charge any of your Accounts with the Credit Union to cover such Bill Payment obligations. Bill Payments with a status of “processed” may not be canceled or changed.

- G. Your Responsibility. You are responsible for any and all Bill Payment instructions that you make that contain an error or that is a duplicate of another Bill Payment instruction. The Credit Union is not responsible for a Bill Payment that is not made if you did not properly follow the instructions on the Bill Payment service website for making a Bill Payment or incorrectly entered a Bill Payment instruction with us. The Credit Union is not liable for any failure to make a Bill Payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a Payee for a Bill Payment.
- H. Credit Union Not Liable. The Credit Union is not liable in any way for damages you incur if: you do not have sufficient funds in your account to make the electronic payment when it is processed; the estimate of time to allow for delivery to the payee is inaccurate; there are mail delivery delays, changes of merchant address or account number; any merchant fails to account correctly for or credit the payment in a timely manner; or for any other circumstances beyond the control of the Credit Union. We are not responsible for Bill Payments that cannot be made due to incomplete, incorrect, or outdated information. If a Bill Pay check payment is made through use of the Bill Payment service with insufficient funds in your account when the bill payment is processed, you may be subject to a non-sufficient funds fee or courtesy pay fee pursuant to the terms of the membership agreement governing the account and the Credit Union’s Funds Availability Disclosure.
- I. Your Authorization and Certification.
  - i. When you enter payment instructions to schedule a Payment, you expressly authorize the Credit Union to withdraw from your account the Bill Payment amount and to remit those funds to the designated Payee on your behalf, and additionally to debit your account for any applicable service related fees, if any.
  - ii. You certify that the account used you use to utilize the Bill Payment service is an account from which you are authorized to make payments and incur debits. You agree to have available and collected funds on deposit in your designated account in amounts sufficient to process each payment as requested by you, as well as any other payment obligations you have to the Credit Union. The Credit Union reserves the right, without liability, to reject or reverse a payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds available in your designated account, and the Credit Union has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such Bill Payment obligations on demand. You further agree that the Credit Union, at its option, may charge any of your accounts at the Credit Union to cover such Bill Payment obligations.
  - iii. You authorize the Credit Union to contact your Payees to request appropriate adjustments consistent with the Bill Payment instructions and/or to stop payment on any draft issued against your designated account in connection with the Bill Payment service in the unlikely event that the Bill Payment service remits funds incorrectly to any of your Payees,

and/or to withdraw funds from your designated account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

- J. Canceling or Modifying Bill Pay Authorized Payments. Bill Pay payment transactions cannot be canceled or changed once your Bill Pay session has been processed. You may, however, edit or delete these transactions up until your Bill Pay session is terminated. In order to request a cancellation of a payment or change a Bill Pay transaction designated with future bill payment date or a “recurring” date, you must use Bill Pay and follow the instructions provided to you. You must cancel the payment using Bill Pay by 3:00 p.m. on the day before the scheduled processing day.
- K. Termination of Bill Payment Service. The Credit Union is not responsible for terminating any scheduled One-Time Payment nor Recurring Payment processed prior to a reasonable opportunity to act on your termination notice. Once your Bill Payment service is terminated, all of your scheduled One-Time Payments and Recurring Payments shall be terminated as well. You remain obligated for all Bill Payments made by the Bill Payment service on your behalf under this Agreement.

**7. STATEMENTS, PRIVACY, DISCLOSURES, AND CREDIT UNION LIABILITY.**

- A. Periodic Statements. Transfers, withdrawals and bill payments transacted through the Online Banking Service will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. Additionally, through the Online Banking Service, you can view all your recent share savings and checking transaction activity at any time.
- B. Privacy. Please see the Credit Union’s Privacy Policy for details regarding the manner in which we collect and use information about you and maintain the confidentiality of your personally identifiable information. Your access or use of the Online Banking Service constitutes your agreement to the terms and conditions of our Privacy Policy and our use of information gathered about you in accordance with that policy. Our Privacy Policy may be revised from time-to-time. We may notify you of the changes by mail, E-mail, or by posting a modified Privacy Policy that you can view through the Online Banking Service. Your continued use of the Online Banking Service following such notification or posting will constitute your acceptance of the revised Privacy Policy. Accordingly, please check regularly for revisions to our Privacy Policy. You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on our Website.
- C. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:
  - i. As necessary to complete transfers and bill payments.
  - ii. To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant.
  - iii. To comply with government agency or court orders.
  - iv. If you give us your written permission.
  - v. As otherwise permitted by law.

- D. Credit Union 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 and the instructions you transmit, we will be liable for your actual losses or damages. However, the Credit Union will not be liable for the following:
- i. If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed or the transaction amount would exceed your credit limit on your line of credit, if applicable.
  - ii. If you used the wrong Password or you have not properly followed any applicable computer, Internet Access or Credit Union user instructions for making transfer and bill payment transactions.
  - iii. If your computer fails or malfunctions or the Online Banking Service was not properly working and such problem should have been apparent when you attempted such transaction.
  - iv. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
  - v. If the funds in your account are subject to an administrative hold, legal process, such as garnishment, levy, attachment or other claim.
  - vi. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.
  - vii. If the error was caused by a system beyond the Credit Union's control, such as your Internet Service Provider.
  - viii. If you fail to notify us of any inaccuracy in any merchant list that has been set up on your account or if you receive notice from a merchant or institution that any payment you have made through the Bill Payment Service remains unpaid and you fail to notify us promptly of that fact.
  - ix. If the payee was a merchant or institution that you are not permitted to designate.

8. **MISCELLANEOUS.**

- A. Modification of Service. The Credit Union is not liable under this Agreement for failure to provide access due to a system failure or other unforeseen acts. We may modify, suspend or terminate access to the Online Banking Service at any time and for any reason without prior notice, unless law requires notice.
- B. Responsibility and Liability for Transactions.
- i. You are solely responsible for the security of your Password used for any of your Accounts and applications with the Credit Union and for the Online Banking Service. All Bill Payments or transfers from your Account made with your Password are conclusively presumed to have been authorized by you. We shall have no liability to you for any unauthorized use of the Online Banking Service, including Bill Payments, made using your Password that occurs before you have notified us of possible unauthorized use, in writing, and we have had a reasonable opportunity to act on that notice.
  - ii. The Credit Union is not responsible for your acts or omissions or those of any third person, including, without limitation, any Payee or transmission or communications facility; and no such party shall be deemed to be the Credit

Union's agent. In any event, the Credit Union will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Online Banking Service, even if the Credit Union has knowledge of the possibility of them. The Credit Union is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Credit Union's reasonable control.

- C. **YOU ARE RESPONSIBLE FOR UNAUTHORIZED ACTIVITY.** Tell us AT ONCE if you believe your Username, Password or other means of accessing the Online Banking Service have been stolen or used without your permission. You could lose all the money in your designated Account, plus any credit available in any available overdraft protection plan. Also, if the periodic statement for your designated account shows Bill Payments or other Bill Payment service transactions, or any other transactions that you did not make, tell us at once. YOU ARE RESPONSIBLE FOR ALL TRANSACTIONS INITIATED USING YOUR USERNAME, PASSWORD AND OTHER MEANS OF ACCESSING THE ONLINE BANKING SERVICE, REGARDLESS OF WHETHER YOU AUTHORIZED THEM OR IF THEY EXCEED ANY LIMITS ON YOUR DESIGNATED ACCOUNTS. You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use the Online Banking Service or your Password, you are responsible for any transactions they authorize or conduct on any of your Accounts. However, tell us at once if you believe anyone has used your Password or accessed your Accounts through the Online Banking Service without your authorization or in the event of errors or questions. Telephoning is the best way of keeping your possible losses down. Also, if your statement shows the Credit Union Online Banking Service transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days (60) if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that unauthorized access has occurred or someone has used your Password or has transferred or may transfer money from your account without your permission or if you believe there is an error with your Account, call the Credit Union at: (828)648-1515 or (800) 274-2040 or write to: Champion Credit Union PO Box 1389 Canton, NC 28716. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You will need to provide the following information:
- i. Your name and account number.
  - ii. 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.
  - iii. Tell us 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 determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty- five (45) days to investigate your complaint or question. If we decide to do this, we will credit your

account within ten (10) business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty-five (45) calendar days.

- D. Account Security. You are solely responsible for controlling the safekeeping of and access to your Username, Password or other means to access the Online Banking Service. You agree not to give out or make available your Username, Password, access code, authenticating image or other means to access your Account(s) or the Online Banking Service to any unauthorized individuals. You are responsible for all instructions and transactions authorized by you or anyone to whom you provide access to the Online Banking Service, even if that person exceeds his or her authority or any limitations on your designated account(s).
- E. Electronic Mail (E-Mail). Sending e-mail is a very good way to communicate with the Credit Union regarding the Online Banking Service. However, any e-mail which is sent via your own software is not a secure method of communication. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail communication. You cannot use e-mail to initiate Bill Payment instructions, Bill Payments or any other transactions through the Online Banking Service. All such transactions must be initiated using the appropriate functions within the Online Banking Service. The Credit Union shall not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail. For questions or issues which require resolution and might require the transmission of confidential, sensitive or personal information, please use the secure messaging function available through the Website, or call the Credit Union directly. The Credit Union will not be responsible for any damages you may incur if you communicate confidential or personal information to us over the Internet, or if we communicate such information to you, at your request. All information submitted to or received by the Credit Union through the Website or otherwise through the Internet (including through E-mail) shall be deemed to be and remain the property of the Credit Union.
- F. Account Contact and Information. It is your sole responsibility to maintain accurate and complete contact information in your user profile. This includes, but is not limited to, name, address, phone numbers and e-mail addresses, and verifying account numbers. Changes can be made within the Online Banking Service or by contacting the Credit Union. The Credit Union shall not be responsible for any

payment processing errors or fees incurred if you do not provide accurate account or contact information.

- G. Links to other Sites. Information that the Credit Union publishes on the internet and the Website may contain links to other sites and third parties may establish links to the Online Banking Service website. The Credit Union makes no representations or warranties about any other website that you may access to, from or through the Website. Unless expressly stated in writing, the Credit Union does not endorse the products or services offered by any company or person linked to the Website, nor is the Credit Union responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs. You should also review the privacy policy of any third-party site, as it may have different privacy and information safeguarding standards than the Credit Union.
- H. Virus Protection. The Credit Union is not responsible for any electronic virus that you may encounter using the Online Banking Service. You are encouraged to routinely scan your computer and files using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.
- I. Damages and Warranties. In addition to the terms previously disclosed, the Credit Union is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of the Online Banking Service or in any way arising out of the installation, use or maintenance of your personal or business computer hardware or software, including any software provided by the Credit Union or one of its suppliers. In addition, the Credit Union disclaims any responsibility for any electronic virus(es) you may encounter after installation of such software or use of the Online Banking Service. Without limiting the foregoing, neither the Credit Union nor its suppliers shall be liable for any: (a) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (b) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or electronic funds transfer networks. The Credit Union and its suppliers provide the Online Banking Service from their own sites and they make no representation or warranty that any information, material or functions included in the Online Banking Service are appropriate for use by you in your jurisdiction. If you choose to use the Online Banking Service, you do so on your own initiative. Neither the Credit Union nor any of its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of the Online Banking Service, or contained in any third party sites linked to or from the Credit Union's websites. THE CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF THE ONLINE BANKING SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. THE CREDIT UNION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

- J. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE ONLINE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE ONLINE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE CREDIT UNION MAKES NO WARRANTY THAT THE ONLINE BANKING SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE ONLINE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.
- K. LIMITATION OF LIABILITY. YOU AGREE THAT THE CREDIT UNION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE ONLINE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
- L. Indemnification. You shall indemnify, defend and hold harmless the Credit Union and its affiliates, officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any losses arising out of: (a) your negligence; (b) your failure to comply with applicable law; or (c) your failure to comply with the terms of this Agreement. 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 applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, or any post-judgment collection actions, if applicable.
- M. Additional Remedies. Due to the likelihood of irreparable injury, the Credit Union shall be entitled to an injunction prohibiting any breach of this Agreement by you.
- N. Amendment and Termination. The Credit Union reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. The Credit Union reserves the right to change the terms and conditions upon which the Online Banking Service is offered without prior

notice to you. If required, The Credit Union will mail notice to you before the effective date of any change, as required by law. Use of the Online Banking Service is subject to existing regulations governing your accounts and any future changes to those regulations. Your continued use of the Online Banking Service after such changes have been made to this Agreement shall constitute your agreement to such changes. We may terminate this Agreement and your use of the Credit Union Online Banking Service if you or any authorized user of your account or Password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or Password. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective two business days following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. If you do not log in to the Online Banking Service for an extended period of time, your service may be considered inactive. We reserve the right to terminate your access to the Online Banking Service without notification to you if it has been inactive for 90 consecutive days.

- O. Applicable Law and Jurisdiction. You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, North Carolina, as well as federal law. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Haywood County, North Carolina. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.
- P. Assignment. The Credit Union may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party. You may not assign this Agreement to any other party.
- Q. Integration. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and the Credit Union regarding the Online Banking Service and the agreements, disclosures and other materials regarding your Accounts with the Credit Union as described herein.
- R. Disputes. In the event of a dispute regarding the Online Banking Service you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the terms and conditions governing the use of the Online Banking Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Online Banking Service relating to the subject matter of this Agreement. If there is a conflict between what is said by a Credit Union employee or customer service department and the terms of this Agreement, the terms of this Agreement shall prevail.
- S. Waiver. The Credit Union shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by the Credit Union of a breach of this Agreement shall constitute a waiver by such party of any prior or subsequent breach of this Agreement.



- T. Force Majeure. Neither party to this Agreement shall be liable for any loss or damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.
- U. Construction. This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.
- V. Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.
- W. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision and the remaining provisions in the Agreement shall continue intact. In the event that any statute, regulation or government policy to which the Credit Union is subject and that governs the Online Banking Service and other transactions initiated through the Online Banking Service would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy and the Credit Union shall incur no liability to you as a result of the Credit Union's compliance with such statute, regulation or policy.
- X. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.