

# State Employees' Credit Union

## ONLINE SERVICES AGREEMENT

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**I. GENERAL**

This State Employees’ Credit Union Online Services Agreement (“OSA”) governs its various software applications that enable members to view, manage and transact on their accounts electronically, and encompasses all the financial services we offer and make available to you online through Member Access (our web-based application and the Mobile App) (“Digital Platforms”), including any SECU or third-party services that we make available to you through the Digital Platforms (“Online Services”).

The specific Online Services described or identified in the appendices to this OSA do not represent a complete list of the services we offer online, and we may at any time remove, change, or add Online Services. Some services and functions may only be accessible through certain Digital Platforms and may not be available through others. In addition, certain Online Services, or features or functions of certain Online Services, may only be available to Members that satisfy specific eligibility requirements.

**THIS OSA CONTAINS AN ARBITRATION PROVISION IN SECTION VIII WHICH GOVERNS HOW DISPUTES BETWEEN YOU AND US WILL BE RESOLVED IF A DISPUTE ARISES IN CONNECTION WITH YOUR USE OF ONLINE SERVICES. YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION PROVISION BY NOTIFYING US WITHIN THE TIME PERIOD SPECIFIED IN THAT PROVISION.**

**A. Consent to Receive Electronic Disclosures**

To access and use Online Services through any of our Digital Platforms you must first enroll in Online Services through Member Access. As a required part of enrollment, you must consent to receiving communications from us, including disclosures required by law or regulation, in electronic form. To provide your consent you must electronically agree to the terms of our [E-Sign Agreement](#). If you do not agree with the terms of the [E-Sign Agreement](#), and you do not provide your consent, you will not be able to enroll in Online Services.

**B. Our Agreement with You Concerning Online Services**

For purposes of this OSA, the terms “SECU,” “Credit Union,” “we,” “us,” “our” and “ours” refer to State Employees’ Credit Union. The terms “you,” “your” and “yours” refer to each Credit Union account owner, co-owner, co-borrower, and any “authorized user,” which term includes but is not limited to authorized signers, authorized representatives, designated agents on a power of attorney, fiduciaries, guardians, trustees, conservators, personal representatives, and any other individuals authorized by you or by law to access your accounts.

This OSA is entered into between you and us and sets forth the terms, conditions, limitations and responsibilities for use of Online Services. Your enrollment in Online Services, and your continued use of Online Services through any Digital Platforms or through any other method we establish, constitutes your ongoing agreement to be bound by the terms of this OSA, any amendments to this OSA, and any additional rules we provide to you concerning any current or new Online Services. If you do not agree with the terms and conditions of this OSA, you must not enroll in Online Services or, if you are already enrolled, you must immediately discontinue using Online Services.

The interfaces of the Digital Platforms may contain descriptions of our products and services that are intended to be informative or provide directions for using the Online Services. It is our intent to keep all our interfaces up-to-date and consistent with the terms in this OSA. However, in cases where there is a discrepancy between the language on our interfaces and the language in this OSA, the language in this OSA controls.

### **C. Agreements for other Credit Union Products and Services**

The Online Services may allow you to access, use or interact with other products or services that we provide to you, such as share/deposit accounts and credit accounts, which may be governed by separate agreements, terms and conditions. When you access, use or interact with those other products or services using Online Services, you do so under this OSA and the agreements, terms and conditions you previously consented to when those accounts were opened or you began using the product or service, or as those agreements, terms and conditions have subsequently been amended.

If provisions of this OSA conflict with another agreement between you and the Credit Union governing your accounts or services, then the other agreement will control and take precedence with respect to such conflict unless this OSA specifically states otherwise or the conflict relates specifically to a feature or function of the Digital Platforms. The other agreement will only control with respect to the account with which it is associated, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding online services or features that appear in another agreement covering your applicable account, but not in this OSA, will also apply.

If the Digital Platforms present you with terms and conditions relating to a feature or service available on the Digital Platforms (such as upon enabling or signing up for a feature or service), such terms and conditions will govern over any conflicting term or condition in this OSA to the extent necessary to resolve the conflict.

#### **D. Website and Social Media Terms of Use**

This OSA also incorporates the terms and conditions set forth in the [Terms of Use](#) for our online website and social media accounts, which is available in the Legal section of our website, and, if applicable, any end-user license agreement governing access to or use of our Mobile App.

If provisions of this OSA conflict with the Terms of Use, then this OSA will control.

#### **E. Restrictions on Age of User**

By using the Online Services, you represent that you are 13 years of age or older.

If a minor under your control or guardianship accesses or uses the Online Services, you represent and agree that you are the minor's parent or legal guardian, and that you authorize the minor's access and use of the Online Services. You further agree and accept full responsibility for your minor's use of the Online Services and any liability that he or she may incur through their use of the Online Services. In no event should minors under 13 years of age use or access the Online Services.

#### **F. Change in Terms of this OSA**

We may add, delete, revise or update, amend or change the terms of this OSA in our sole discretion and without advance notice to you unless such notice is required by law or regulation. We will post the updated OSA on our website, and such updated OSA will be effective as of the date indicated in the updated OSA. By continuing to use the Online Services, you affirmatively agree to be bound by the updated OSA.

#### **G. Definitions of Terms Used in This OSA**

**"access device"** means a card, code or other means of access to a consumer's account, or any combination thereof, that may be used by the consumer to initiate electronic fund transfers to or from a consumer account. For purposes of this OSA, access devices include debit cards, security credentials such as user IDs, passwords and one-time passcodes, passkeys, personal identification numbers (PINs), and biometric information.

**"account(s)"** refers to any Credit Union member share and deposit accounts, including share, share term certificate, money market share and checking accounts, as well as any credit accounts, including personal loans, credit cards, home equity loans and mortgage loans.

**"account owner"** is anyone who has ownership rights in a Credit Union account. This includes each co-owner holding a co-owned account.

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

**“OSA”** refers to this entire agreement and any other Credit Union agreements and disclosures that are incorporated herein, and which contain terms and conditions related to the use of Online Services.

**“authorized users”** include authorized representatives, authorized signers, agents designated on your power of attorney, fiduciaries, guardians, trustees, conservators, personal representatives, custodians, representative payees and any other individual with authority to act on your account. Authorized users also include any other individuals whom you have authorized to access your accounts online by providing them with your security credentials, despite the prohibition on sharing your security credentials in Section III below. Individuals can also establish their own Online Services access to most of your accounts on which they are an authorized user. Authorized users on credit card accounts do not automatically have all the same rights as authorized users under this OSA.

**“Balance”** refers to the funds or unpaid amounts in an account. The Credit Union has specific definitions for each of the various types of balances referenced in this OSA. These balances, which include the “available balance,” are defined in our [Account Rules and Regulations](#).

**“biometric authentication”** is a security process that relies on the unique biological characteristics of an individual to verify identity. It involves biological input, or the scanning or analysis of some part of the body. Various aspects of human physiology, such as fingerprints, face recognition, and iris recognition, can be used for biometric identification. The Credit Union does not control the functionality of your mobile device’s biometric authentication for any purpose, including sign on to our Mobile App, and does not have access to any biometric information stored on your device. If your mobile device supports biometric authentication and you have biometrics enabled on the device, you understand and agree that our Mobile App will allow any person with biometric authentication access rights to your device to sign on to our Mobile App through your device’s biometric identification of that person and access your accounts.

**“business days”** are, except for the BillPay Service, Monday through Friday, except days on which the Credit Union is closed in observance of holidays. Business days end at the close of business hours (i.e., when business hours end each day).

**“business hours”** end at 5:30 p.m. Eastern Time. Transactions occurring after this time may be included in the next business day (e.g., a transaction made at 6:00 p.m. on Monday the 5th will generally be included in the business day of Tuesday the 6th; a transaction made on Friday the 9th at 8:00 p.m. will generally be included in the business day of Monday the 12th). The Credit Union maintains the clock used to determine the time that a transaction has been requested and processed.

**“communications”** refers to any disclosures, messages, statements, applications, documents, policies, forms, notices, records, instructions, agreements, or other information we provide to you or that you sign, complete, agree to, or submit to us at our request.

**“debit card”** means any of your SECU Visa debit cards and non-Visa debit cards, such as CashPoints cards, linked to your accounts.

**“electronic fund transfer”** is any transfer of funds subject to coverage under, and not excluded by, 12 C.F.R. § 1005.3, including transfers initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer’s account. Such transfers include point-of-sale transfers, ATM transfers, direct deposits or withdrawals of funds, telephone transfers, transfers resulting from debit card transactions, and electronic transfers where a check or draft is used as a source of information to initiate an electronic fund transfer from a consumer’s account.

**“financial services”** are services that give members the ability, among other things, to apply for and open deposit/share and credit accounts, update personal information, review account balances and prior transactions, and initiate account activity such as making deposits, withdrawing and transferring funds, and making payments.

**“include,” “including,” “such as,” “for example” and “for instance”** indicates a list that is providing examples. The list that follows the term is not meant to be exclusive or complete, but to give you an idea of the types of items that might pertain to the relevant section. The items on the list are not the only possible items that could appear on the list unless expressly stated.

**“item”** includes all orders and instructions for the payment, transfer, or withdrawal of funds from your account; for example, a check, draft, image, substitute check, everyday non-recurring debit card transaction, recurring debit card transaction, ACH transaction, ATM transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, online transfer including a BillPay transaction, withdrawal slip, and an in-person payment, transfer and withdrawal instruction.

**“linked accounts”** refer to Credit Union share/deposit and credit accounts that are accessible to you for online inquiries and transactions through your access to Online Services.

**“Member Access”** is the web-based software application available on the Credit Union’s website and Mobile App, which is used by members and their authorized users to sign on to Online Services from their computers or other web-enabled devices.

**“Member Services Support”** is the Credit Union’s service established for its members that receives and responds to member questions about their accounts on a 24/7 basis. You can contact Member Services Support by telephone or by mail using the information in Section X – Contact Information, or by sending a secure message through Secure Message.

**“members”** are individuals who share a common bond and have an ownership interest in the Credit Union by virtue of holding shares in a Credit Union share account. To be eligible for membership and to open Credit Union accounts, individuals must fall within our “field of membership” by meeting the qualifications that define our membership. You can view the criteria for membership eligibility in the “Membership Eligibility” page of our website.

**“Mobile App”** refers to the Credit Union’s mobile application, which can be downloaded and installed on a mobile device and enables members to access and use Online Services remotely.

**“Mobile Check Deposit”** refers to our Mobile App service that allows you to deposit checks remotely by capturing photos of the fronts and backs of the checks using a camera-ready mobile device and delivering the images and associated deposit information to the Credit Union electronically.

**“mobile device”** refers to a tablet, cellular phone or other hand-held or portable electronic device that may be used to access Online Services through Member Access.

**“NSF”** is an acronym for non-sufficient funds.

**“your Online Services access”** refers to your individual connection to Online Services, which requires use of your unique security credentials.

**“payable-through drafts”** are items issued against the payor, and the payor has a period of time to honor or refuse payment.

**“remotely created checks”** are checks that do not bear the signature of the person on whose account the checks are drawn (the “maker”) and are not created by or on behalf of the paying bank. Remotely created checks are often created by the payee or its service provider on behalf of the maker who authorizes the creation of the check by telephone or other means.

**“scheduled unavailability time”** refers to the time each day during which access to Online Services may be unavailable. This time period (from approximately 2 a.m. to 3 a.m. Eastern Time), which is scheduled for processing, can be longer or shorter at our discretion.

**“security credentials”** refers to any user ID, password, personal identification number (PIN), biometric authentication, responses to security questions, one-time passcodes, multi-factor authentication (“MFA”), and any other information or mechanisms used alone or in combination to identify you and allow you access to Online Services.

**“service provider”** means companies that we have engaged (and their Affiliates) to render some or all of the Online Services to you on our behalf.

**“sight drafts”** are items payable only upon the meeting of specified terms.

**“substitute checks”** are paper reproductions of the front and back of original paper checks which, if they meet the requirements of federal Regulation CC, are the legal equivalent of the original checks they represent. Substitute checks are also called Image Replacement Documents, or “IRDs.”

## II. **HARDWARE/SOFTWARE REQUIREMENTS**

### A. **Access Through Our Website**

To access and use Online Services through one of our website-hosted applications, you must have:

- access to a computer or other electronic device that can connect online to our website;
- an active email address and phone number;
- a current version of an Internet browser we support (such as Google Chrome<sup>®</sup>,<sup>1</sup> Microsoft Edge<sup>®</sup>, or other modern Internet browsers that we may support in our discretion); and
- software that is capable of receiving, accessing, and displaying communications received from us in electronic format (e.g., PDF) such as Adobe Acrobat Reader<sup>®</sup>.

#### **B. Access Through Our Mobile App**

To access and use the Online Services available through our Mobile App, you must:

- have a mobile device with an internet connection;
- have a mobile device running on the latest version of either Apple iOS or Android™ OS; and
- download the latest version of our Mobile App, which is available through the Apple App Store<sup>®</sup> or Google Play<sup>®</sup>.

The appearance of information displayed on our Online Services interfaces, as well as some functionality, may vary depending on your particular device, whether you are accessing the site via our website or through our Mobile App, and factors such as screen size, screen resolution, browser, or browser version. Due to the number of different types of mobile devices, the Credit Union cannot assure that all mobile devices will be compatible with our Mobile App. Specifically, our Mobile App may not function on older mobile devices or mobile devices using older operating systems.

### **III. PRIVACY AND SECURITY**

#### **A. Security Credentials and Other Security Procedures**

You will need to establish a unique user ID, password and other security credentials when you enroll in Online Services, and your security credentials will be used to authenticate your identity. We strongly advise you not to use personal data such as telephone number, social security number, date of birth or family names for either your user ID or password.

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<sup>1</sup> The third-party owners of the trademarked terms in this Section II are listed in our Terms of Use, which can be found in the Legal section of our website.

The User ID and password you select must meet our standards. We will make you aware of these standards whenever you create or change your user ID and/or password. We may also, from time to time, and depending on how you sign on to Online Services, change our standards for some or all of your security credentials. On occasion, we may require that you change your security credentials, require you to establish additional security credentials, or require you to use additional security procedures (such as MFA) to authorize certain actions in order to meet our current and future standards. We are not required to give you advance notice when we require you to update your security credentials.

## **B. Your Responsibilities for Safeguarding Your Online Services Access**

You play a critical role in protecting the confidentiality and security of your accounts. You are responsible for keeping your security credentials safe and out of the hands of unauthorized users. Because your security credentials are the principal security measures used to protect access to your accounts, it is important that you safeguard them. We recommend that you establish unique security credentials only for signing on to Online Services, memorize them or keep any written record of them in a safe place, and change your password regularly. **No representative of the Credit Union will ever ask you for your password to access Online Services in any type of communication including email, text message or telephone.** However, we may ask you for account-related information or pre-established answers to security questions to authenticate your identity.

You agree to accept responsibility for protecting the integrity of your security credentials and access devices in order to prevent unauthorized account access and/or transactions. You further agree that you will not give or otherwise make your security credentials available to any unauthorized parties. However, if you willingly disclose your security credentials to another person (or other third-party), or otherwise give another person access to your accounts via Online Services, you are giving that person authority to access your accounts via Online Services even if that person exceeds your authorization. You are responsible for all transactions that person initiates or authorizes from your accounts (and all transactions initiated by any person who is given your security credentials by that person). All such access to Online Services through your security credentials will be deemed to be authorized by you, and any actions taken through such access will be binding upon you unless such liability is prohibited by law or regulation.

You agree not to leave your computer or mobile device unattended while you are signed on to Online Services, and to sign off immediately at the completion of each access by you. You agree to change your security credentials and **contact Member Services Support immediately** if (i) you believe someone may have obtained unauthorized access to your accounts through Online Services using your security credentials or otherwise, (ii) you have mistakenly or inadvertently made your security credentials available to someone you do not wish to have online access to your accounts, (iii) you believe that someone has discovered one or more of your security credentials, or (iv) if you suspect fraud or any unauthorized access to or activity on your accounts. In addition, if the computer or mobile device you were using to access Online Services

has been lost, stolen or compromised, you agree to change your security credentials immediately. We may block or revoke your access to your account or Online Services if any unauthorized account access and/or account transactions occur as an actual or apparent result of your negligence in safeguarding your security credentials.

Unless required by law or regulation, we will not be liable to you for any unauthorized use that arises from your inability to keep your security credentials confidential and undiscoverable. Also, inform us immediately if you believe your debit or credit card(s) have been lost or stolen.

In summary, to mitigate the risk of unauthorized access to your accounts via Online Services, we recommend that, at a minimum, you:

- Establish strong security credentials and never share them with any individual or entity.
- Change your password on a regular basis, and immediately if you believe it may have been compromised.
- Never leave your computer or mobile device unattended during an active online session.
- Sign off immediately upon finishing your online session.
- Clear your browser's cache (also called temporary internet files) after signing off from Online Services.
- Use an up-to-date browser.
- Maintain suitable firewall, anti-virus and other anti-malware software on your computer or mobile device and keep it up to date.
- Do not use unsecured Wi-Fi networks or public workstations to access Online Services.

### **C. Malicious Software (Malware)**

Malware is software intentionally designed to cause damage to a computer or mobile device after it is implanted or introduced. It includes computer viruses, worms, Trojan horses, ransomware, spyware, and other bugs. While we strive to prevent Online Services from becoming compromised by malware, we cannot guarantee that you will not come into contact with malware while accessing Online Services, and you agree that we are not responsible for any electronic virus or other type of malware you may encounter accessing Online Services.

We strongly recommend that you install and maintain anti-virus software on your personal computer and mobile device and routinely scan your computer and mobile device to detect and remove any viruses and other malware found. Undetected and unrepaired, malware may corrupt and destroy your programs, files and even your hardware. We make no representations

or warranties regarding malware of any type, and you agree that we will not be liable for any losses to you caused by malware on your computer or mobile device regardless of its origin.

#### **D. Privacy**

Protecting your privacy is very important to us. Our [Consumer Privacy Notice](#) and our Online Privacy Notice, which are incorporated into and made a part of this OSA by this reference, apply to your use of the Online Services and Digital Platforms. Our privacy notices include details about our use of your personal information, how we share your personal information, and your right to opt out of certain data sharing. If you receive information about another person through the Online Services, you agree to keep the information confidential and only use it in connection with the Online Services.

### **IV. GENERAL PROVISIONS REGARDING ONLINE SERVICES**

#### **A. Enrollment in Online Services**

Once you establish membership in the Credit Union, you are eligible to enroll in Online Services. Enrollment in Online Services constitutes your authorization to the Credit Union to provide you electronic access to your linked accounts. As discussed in Section I.A - Consent to Receive Electronic Disclosures, the enrollment process requires your electronic consent to our [E-Sign Agreement](#).

You agree to comply with any security procedures we establish, including those procedures concerning sign on and creating and maintaining your security credentials. We reserve the right to deny your enrollment in Online Services, and to terminate, suspend or limit your access to Online Services at any time and for any reason, without giving you advance notice, consistent with applicable law.

#### **B. Linked Accounts**

We may automatically link your Credit Union accounts to your Online Services access, including co-owned accounts and individual accounts. Accounts for which you have fiduciary responsibility may also be linked to your Online Services access, though such access may be subject to transaction restrictions where applicable. Each linked account will be displayed and accessible on the account summary screen without regard to whether anyone else has an ownership interest in any of the accounts.

By enrolling in and using Online Services, you authorize us to make information on your linked accounts, including balance and transaction information, available to you and your authorized users electronically via Online Services. If you have questions about the accounts that you can access through Online Services, please call Member Services Support, using the telephone number in Section X – Contact Information, to speak with a Credit Union representative about available options.

#### **C. Limitations on Availability of Online Services**

We endeavor to ensure that you will generally be able to access your eligible accounts through Online Services and use any of its services 7 days a week, 24 hours a day, 365 days per year, excluding scheduled unavailability time. Online Services may be unavailable or limited during scheduled maintenance, system upgrades or due to circumstances beyond our control. We make no representations, warranties or guarantees as to the availability of Online Services. If you are unable to access Online Services, and your inability to do so is because of a scheduled or unexpected unavailability, we will not be responsible or liable for any loss or harm you may incur due to a late payment, or for any inconvenience you may experience during periods in which you cannot access Online Services. If you find you cannot access Online Services and you need to initiate a transaction or otherwise need immediate access to your accounts, please call Member Services Support for further assistance.

#### **D. Account Access Through Online Services: Account Co-Owners, Co-Borrowers, Authorized Users, and Fiduciaries**

Members are required to establish their own individual Online Services access through establishing their own unique security credentials, regardless of whether they hold their Credit Union accounts individually, as co-owner, or in a combination of both individual and co-ownership. Do not give your security credentials to your authorized users or co-owners of your accounts. Authorized users, co-owners, and co-borrowers are required to establish their own online account to access the Online Services.

If an account accessible through Online Services is owned by more than one person, has one or more authorized users, or is subject to a fiduciary relationship, each owner, authorized user, and fiduciary with online access to the account may individually provide us with instructions, make any decision, obtain any information, or make any request associated with the account and related online financial services, to the extent allowed by our agreements with you covering the account, and any additional restrictions pertaining to the fiduciary relationship.

You are responsible, and we will have no liability to you, for any payments, transfers or other transactions performed on any account of yours through Online Services made by your co-owner, authorized user, or fiduciary even if you, personally, did not authorize or consent to the transactions, if they occur before you have notified us of possible unauthorized use and before we have had a reasonable opportunity to act on that notice.

You acknowledge and agree that each of your co-owners, authorized users, and fiduciaries will be acting as your agent and will be bound by this OSA and any other agreement governing your accounts. You are responsible whenever a co-owner, authorized user, or fiduciary accesses, views or performs transactions on your accounts, and you represent and warrant to us that you have authorized his or her actions.

We may rely on and act upon the instructions of any co-owner, authorized user, or fiduciary whom you have designated on your accounts. All transactions a co-owner, authorized user, or fiduciary performs on your accounts online, including those transactions you did not want or intend or that exceeded your co-owner's, authorized user's, or fiduciary's authority, are

transactions authorized by you. You are solely responsible for those transactions, and for supervising all your co-owners, authorized users, and fiduciaries and monitoring the actions they take on your accounts. You are also responsible for ensuring each co-owner, authorized user, and fiduciary maintains the confidentiality of his or her own security credentials, or if you have disclosed them despite the prohibition on sharing your security credentials in Section III, your security credentials.

#### **E. Transaction Posting Times and Funds Availability**

Our Funds Availability Policy is disclosed in the [Account Rules and Regulations](#) under the section titled “When Funds Are Available for Withdrawal.” Additional funds availability disclosures may be provided to you through the Digital Platforms interface when you use Online Services.

Transaction posting times vary depending upon the Online Services accessed. See the [Account Rules and Regulations](#) and the Appendix for each relevant Online Service for additional details.

### **V. ONLINE SERVICES**

The Online Services have additional terms and conditions set forth in the Appendices to this OSA. By using or accessing the Online Services, you agree to such additional terms and conditions.

The Online Services may be available through the chat features available through Member Access, but only on business days between 8:30am Eastern Time and 5:30pm Eastern Time. We do not guarantee access to the Online Services using the chat feature, however, and may add or remove chat functionalities in our sole discretion.

### **VI. MISCELLANEOUS**

#### **A. Fees and Charges**

The Credit Union reserves the right to charge a fee for using Online Services. If we charge a fee, it will be disclosed to you in the Online Services terms found in the Appendices to this OSA. If we add a new fee, we will not charge it until after giving you any notice required by law or regulation.

Other fees may be charged not for the use of the Online Services, but for use of the underlying accounts or transactions made available through the Online Services. These fees are disclosed in our Service [Fees and Terms](#) disclosure included in our [Account Rules and Regulations](#), or in our applicable loan documents.

You understand and acknowledge that other agreements you have with unaffiliated third-party providers may include fees or charges, as well as limitations and restrictions, which might impact or relate to your use of some or all of the Online Services or functionality available through Online Services. For instance, your mobile service carrier or provider may impose data

usage fees or charge you for text messages when you exchange text messages with us. You agree you are solely responsible for all such fees and charges.

## **B. Member Feedback**

We appreciate any feedback from you that will enable us to increase your satisfaction with Online Services. If you have had a difficult experience using any of our online services, or you have suggestions about how to improve them, please send us a message through Secure Message, email us at [info@ncsecu.org](mailto:info@ncsecu.org), utilize any feedback gathering service we may make available through the Online Services, or contact us as directed online or through our Mobile App. You agree that any such feedback is voluntary, and that we may use such feedback in any way that we deem appropriate, including to develop improvements to our products and services or to disclose them publicly.

## **C. Your Cancellation or Our Termination of Your Online Services Access**

You may cancel your Online Services access at any time by calling Member Services Support, by visiting a branch office, or by messaging us electronically through Secure Message. Any payments or transfers that have begun processing before the requested cancellation date will be processed by us. You should also change your account statements to paper and manage any alerts for which you previously registered through Online Services. When you cancel your Online Services access, you will no longer be able to access or use any of the Online Services.

We reserve the right, in our sole discretion, to terminate or suspend your access to Online Services or to any individual online service, or any functionality that relies on the Online Services (e.g., third-party applications, aggregators, or other providers), without advance notice to you, whenever we deem it necessary or prudent to do so. For instance, we will terminate your access to Online Services if we believe you are using any of the services for prohibited or unauthorized activities, any other unlawful purposes, or for any purposes that are inconsistent with the terms of this OSA or any other agreement between you and the Credit Union. Neither termination, cancellation nor suspension will affect your liability or obligations under this OSA.

If you withdraw your consent to receive communications from us electronically, which consent you provide during enrollment in Online Services when you agree to the terms of our [E-Sign Agreement](#), we will terminate your Online Services access. Pending recurring and one-time transactions initiated through Online Services will be canceled after we have had a reasonable period of time to act after termination. We will not be liable for any harm to you caused by or related to our termination of your access to Online Services or by our cancelling (or not cancelling) any of your pending transactions.

## **D. Accuracy of Information**

Balances in your accounts may change as we process transactions against your accounts; therefore, account information available online may quickly become outdated. You agree that we will not be liable for any delays or errors in providing or updating account information you

can view through Online Services, or for any action you take in reliance on any such information as provided.

You are responsible for the accuracy of your data entry when accessing accounts and conducting transactions online. We are not liable for errors caused by your misuse or inaccurate data entry or for any errors caused by automated entry done on your behalf by your device, any system or any application software.

#### **E. Liability for Loss of Data or Erroneous Data**

You will bear the risk or liability of any error or loss of data, information, transactions or other losses that may be due to the failure of your computer or mobile device systems or that of a third-party communications provider on which you rely. The Credit Union will have no direct or consequential liability to you for any damage or other loss you may incur due to use of your computer or mobile device in connection with accessing and using Online Services.

#### **F. Notices**

You agree that we may give you notice by posting it on Member Access, sending you a message through Secure Message, emailing it to an email address that you have provided us, mailing it to any postal address that we have for you in our records, sending a push notification to the Mobile App, or by sending it as a text message to any mobile phone number that you have provided us. Unless a later effective date is specified in the notice, any notice we give to you concerning your Credit Union accounts and/or any of our Online Services is effective no later than 24 hours after we send or post it, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. If any of your accounts has more than one owner, notice to one co-owner will be considered notice to all.

We may send you any information required by law or regulation as an electronic message. Such notice will be sufficient notice unless we are legally restricted from providing notice in this way. We may not provide paper copies unless required to do so by law or regulation.

#### **G. Updating Your Personal Information**

You agree to notify us promptly of any change in your personal information relevant to your use of Online Services, including your mailing address, physical address, email address, telephone number and mobile device text number. You must update your mobile device text number through Online Services. To update any of your other information, you may notify us by calling Member Services Support, sending us a message through Secure Message, or visiting one of our branch offices.

#### **H. Third-Party Service Providers**

You agree that we may use third-party service providers to provide any of the Online Services we offer to you and we have the right to delegate to such service providers all of the rights and performance obligations that we have under this OSA. If we do use third-party service

providers, you acknowledge and agree that we may share your personal information with them in accordance with our [Consumer Privacy Notice](#) and Online Privacy Notice. Our third-party service providers may rely upon your agreements, representations, warranties and covenants in this OSA, and, if we deem it necessary or prudent, such service providers may be third-party beneficiaries of such agreements, representations, warranties and covenants with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

### **I. Linking Your Credit Union Accounts with Third-Party Applications**

If you choose to grant third-party applications, aggregators, or other providers (excluding Credit Union's service providers, which are addressed in Section VI.H – Third-Party Service Providers above) access to your Credit Union accounts (for example by sharing your Member Access credentials despite the prohibition on sharing your security credentials in Section III or authorizing access via an API-based data sharing framework), you do so at your own risk. The Credit Union does not endorse, represent or warrant any such third-party services. Exercise extreme caution when using third-party financial data aggregation, personal finance applications or computer-based programs for managing your money, budgeting, or receiving financial planning advice. While companies offering such applications and programs may be legitimate, providing some or all of your Online Services security credentials, account numbers and/or other personal confidential information when you sign up for these services means this information is now available in more places and is potentially susceptible to acquisition by fraudsters who will then have access to your accounts. These third-party entities have their own terms and conditions, privacy policies and requirements, which should be reviewed in detail. These third-party entities may charge you fees for their services. Unless prohibited by law or regulation, **you agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, costs and expenses (including reasonable attorneys' fees) arising from data breaches, unauthorized access, or errors originating from your relationships with these third-party entities, including in connection with your authorized third-party applications. You acknowledge the Credit Union will not be responsible for data security practices of third-party applications you authorize, and you may be liable for unauthorized transactions initiated by a third-party to whom you intentionally provided your login credentials.**

### **J. Disclaimer of Warranties**

We make no express or implied representations or warranties to you concerning Online Services and its features and services including representations and warranties of merchantability, fitness for a particular purpose, or noninfringement, except to the extent required by law. We make no representation or warranty that the services you utilize or access to Online Services will meet your requirements or will be continuous, uninterrupted, timely, secure, or error-free as the services may be interfered with by numerous factors outside of our control. We also make no representation or warranty that the results you obtain from the Online Services will be accurate, or that any errors in the Online Services will be corrected.

You understand and agree that your use of Online Services is at your sole risk and is provided on an “as is” and “as available” basis without representation or warranty of any kind, either expressed or implied, including, but not limited to, the implied representations and warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Any material you download or otherwise obtain in connection with your use of Online Services is at your own discretion and risk, and we are not responsible for any damage to your computer or mobile device or for any loss of data that results from the use or download of any such material, whether due to malware such as a computer virus or otherwise.

Some states do not allow the disclaimer of certain implied representations or warranties, so the foregoing disclaimers may not apply to you. This section gives you specific legal rights and you may also have other legal rights that vary from state to state.

#### **K. Limitation of Liability**

The terms of this OSA and any other terms and conditions that are expressly incorporated herein set forth our entire liability, and your exclusive remedies, in connection with your use of Online Services. You agree that, unless specifically provided in this OSA or required by law, we will not be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages incurred by you or any third-party including but not limited to damages for loss of profits, goodwill, data or other losses resulting from the installation, use, inability to use, or termination of Online Services, even if such damages were reasonably foreseeable and notice was given regarding them. Your sole and exclusive remedy for any failure or non-performance of Online Services and any related services, functions and features shall be for us to use commercially reasonable efforts to correct the applicable service.

#### **L. Indemnification**

You agree to indemnify, hold harmless and defend the Credit Union, its directors, officers, employees, shareholders, subsidiaries, Affiliates, agents, licensors and service providers and their Affiliates, and the employees and contractors of each of these, from and against any and all third-party losses, claims, liability, damages, expenses and/or costs of every kind (including reasonable attorneys’ fees) arising from (i) the use of Online Services by you or any of your account co-owners, co-borrowers and any other individuals who are authorized by you or by law to access your Credit Union accounts online and/or to use your Online Services access, (ii) our reliance on your payment or transfer instructions, (iii) your breach of this OSA, (iv) the performance or non-performance of other financial institutions, (v) your infringement, misuse or misappropriation of any intellectual property, and/or (vi) your fraudulent or unlawful conduct.

#### **M. Governing Law**

This OSA shall be governed by and construed in accordance with the laws of the State of North Carolina and applicable federal law. If any provision of this OSA is determined to be illegal, unenforceable or invalid, all other provisions of this OSA shall remain in full force and effect.

## **N. OFAC Prohibitions**

You agree not to attempt to access Online Services from any country under sanctions by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"). (Information about which countries are under sanctions may be obtained on the U.S. Department of Treasury's website.) Any attempt by you to sign on to Online Services or use any of our online services from one of these countries may result in your access being restricted or blocked.

## **O. Acceptable Use**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of Online Services, regardless of the purpose of the use, and for all communications you send through the Online Services. We and our service providers have the right but not the obligation to monitor and remove communications content that, subject to applicable law, we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using Online Services for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) defame, abuse, harass or threaten others; (c) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (d) impose an unreasonable or disproportionately large load on our infrastructure; (e) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (f) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy Online Services, or Member Access without our prior written permission; (g) constitute use of any device, software or routine to bypass technology protecting Online Services, or interfere or attempt to interfere with Online Services; or (h) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

## **P. Intellectual Property**

All other marks and logos related to Online Services are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or Online Services or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to Online Services, Member Access, the technology related to Member Access and Online Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding Member Access or the Online Services shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or represent and warrant that the owner of such materials has

expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you represent, warrant and covenant that all so-called “moral rights” in those materials have been waived, and you represent, warrant and covenant that you have the right to make these representations, warranties, covenants and transfers of rights.

#### **Q. Waiver**

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

#### **R. Recording**

Any conversations with us through use of chat or a similar service may be monitored, recorded, analyzed, and retained, by both us and our service providers, without any further notice to you. Other communications between you and us (or our service providers) may also be monitored, recorded, analyzed, retained, and processed by service providers, potentially using automated processes. We will provide any additional notice of monitoring, recording, and retention as required by law or regulation. We may share those communications with our service providers and other third-parties in accordance with our privacy policy and applicable law.

### **VII. ONLINE SERVICES ERRORS**

If you think any account or other information reflected in the Online Services is wrong, or if you have any other concerns about the Online Services, call us at Member Services Support. The telephone number for Member Services Support is listed in Section X - Contact Information.

Please refer to the Electronic Fund Transfers section in our [Account Rules and Regulations](#) and the Your Billing Rights section in our Cardholder Agreement for important information about your rights and our obligations with respect to resolving errors or questions about your electronic fund transfers or credit card transactions.

### **VIII. ARBITRATION**

**YOU HAVE THE RIGHT TO OPT OUT OF (NOT BE BOUND BY) THIS ARBITRATION PROVISION AS DESCRIBED IN SUBSECTION D BELOW. If you do not opt out and a Claim, as defined in subsection E below, is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general action or other**

**representative action in court or in arbitration; or (4) unless all parties otherwise agree in writing, join or consolidate a Claim with claims of any other person or entity.**

#### **A. General**

This Arbitration Provision describes when and how a Claim (as defined in subsection E below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons (the “arbitrator”) instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute (the “award”), which may be enforced as a court judgment. A court rarely overturns an arbitrator’s decision.

#### **B. Governing Law**

This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”), and not by any state arbitration law.

#### **C. Special Definitions**

Solely for purposes of this Arbitration Provision, “we,” “us,” and “our” mean (1) State Employees’ Credit Union, each of its subsidiaries, affiliates, successors and assigns, and any of their employees, officers, directors and agents; (2) any service provider in connection with this Agreement, and (3) any other third-party that you name along with us as defendants in a single proceeding.

#### **D. Opt-Out Process**

If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt-out notice which specifies your name and address, identifies this Agreement and any applicable account(s) accessed through Online Services, and includes a signed statement that you opt out of the Arbitration Provision. The opt-out notice must be signed by you and sent to us by mail (not electronically) at Credit Union, Attn: ARBITRATION, P.O. Box 28327, Raleigh, NC 27611. You should retain a copy of your opt-out notice and evidence of mailing.

**Any opt-out notice is effective only if it complies with the preceding requirements and is postmarked within thirty (30) days after the date you enrolled in Online Services.**

This is the only way you can opt out of the Arbitration Provision. Your decision to opt out will not have any other effect on this Agreement or your account(s) with us. If you don’t reject this Arbitration Provision, it will be effective as of the date you first enrolled in Online Services.

#### **E. Disputes Subject to Arbitration**

You or we may elect to have “Claims” arbitrated rather than resolved in court. The term “Claim” means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or your use of Online Services. “Claim” has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (4) disputes concerning your enrollment or information you gave us before enrolling in Online Services; (5) any agreement(s) you previously had with us concerning any of our online services; (6) disputes arising from or related to any services or downloaded content provided by or obtained from us in connection with this Agreement; (7) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning this Agreement; (8) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity; and (9) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to the date of your enrollment in Online Services. However, this Arbitration Provision will not apply to any Claim that was already pending in court before this Arbitration Provision took effect.

#### **F. Disputes Not Subject to Arbitration**

Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) disputes that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court’s jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide.

In addition, this Arbitration Provision does not prohibit you or us, at any time, from (1) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off or exercise a statutory lien or other lien granted by law or rule, the right to restrain funds in an account, recoupment, repossession, replevin or trustee’s sales; (2) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (3) bringing an individual

action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

### **G. Starting or Electing Arbitration**

You or we may start an arbitration by filing a demand with the arbitration administrator pursuant to the administrator's rules. You or we may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim. Even if you and we have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.

### **H. Choosing the Administrator**

The party who commences the arbitration may select either of the following arbitration organizations to administer the arbitration under their rules that apply to consumer disputes: the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), [www.adr.org](http://www.adr.org); or JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614 (1-800-352-5267), [www.jamsadr.com](http://www.jamsadr.com). Moreover, in the event of a mass arbitration (as defined by the rules of the applicable arbitration administrator), the parties expressly agree that (a) if AAA is the administrator, its Mass Arbitration Supplementary Rules shall apply, and (b) if JAMS is the administrator, its Mass Arbitration Procedures and Guidelines shall apply. You can obtain a copy of the administrators' rules by visiting their websites or calling them. The parties may also mutually agree to select an arbitrator who is an attorney, retired judge or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator's rules. If AAA and JAMS cannot or will not serve, and the parties are unable to select an arbitrator by mutual consent, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Provision (including, without limitation, the Class Action Waiver). Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

### **I. Jury Trial Waiver**

**IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.**

### **J. Class Action Waiver**

**ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN**

**ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY.** An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

#### **K. Location and Costs of Arbitration**

Any arbitration hearing that you attend in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the arbitrator. Each administrator charges filing and administrative fees and the arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If we prevail in an individual arbitration that either you or we commenced, we will not seek to recover our attorney, expert or witness fees or our arbitration fees from you. Notwithstanding the foregoing, if the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

#### **L. Law Applied by the Arbitrator**

The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

#### **M. Right to Discovery**

In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope

of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.

#### **N. Arbitration Award and Right of Appeal**

At the timely request of either party, the arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds \$50,000, you or we can, within 15 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to “the arbitrator” shall mean the panel if an appeal of the arbitrator’s decision has been taken. The costs of such an appeal will be borne in accordance with Subsection K above. The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.

#### **O. Rules of Interpretation**

This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Provision shall survive (1) the repayment of amounts owed under this Agreement or your account(s) accessed through Online Services; (2) any legal proceeding; (3) any sale, assignment or transfer of any of your accounts accessed through Online Services; (4) any bankruptcy to the extent consistent with applicable bankruptcy law; (5) any default, breach or repossession; (6) any termination, cancellation, closure, suspension or non-renewal of this Agreement and/or any of your account(s) accessed through Online Services; and (7) any termination, amendment, expiration or performance of any transaction between you and us. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern. If provisions of this Agreement conflict with another agreement between you and us governing your accounts, or another agreement has terms and conditions not included in this Agreement, then the other agreement will control and take precedence unless this Agreement specifically states otherwise. The other agreement will only control with respect to the account(s) with which it is associated, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding our various online services or features that appear in another agreement covering your applicable account(s), but not in this Agreement, will also apply. Any changes to this Arbitration Provision will apply only prospectively unless we give you a right to opt out of the change or the entire Arbitration Provision.

#### **P. Severability**

If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on

appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

#### **Q. Notice and Cure**

Prior to initiating a lawsuit or an arbitration proceeding under this Arbitration Provision, you or we, as applicable, shall give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent in writing by mail to the address you provided in connection with your account(s) accessed through Online Services (or any updated address you subsequently provide). Any Claim Notice to us shall be sent by mail to Credit Union, Attn: CLAIM NOTICE, P.O. Box 28327, Raleigh, NC 27611 (or any updated address we subsequently provide). Any Claim Notice you send must include your name, address, and information sufficient to identify your account(s) accessed through Online Services and explain the nature of the Claim and the relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The party giving a Claim Notice must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

#### **IX. Apple Disclaimer**

The following terms in this Section IX – Apple Disclaimer ("Terms") apply to any part of the Online Services you acquire from an electronic store branded, owned, or controlled by Apple or any affiliate of Apple ("App Store-Sourced Software"):

You acknowledge and agree that these Terms are solely between you and the Credit Union, not Apple, and that Apple has no responsibility for the App Store-Sourced Software or content thereof. Your use of the App Store-Sourced Software must comply with any Apple App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store-Sourced Software. In the event of any failure of the App Store-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to the Credit Union as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third-party relating to the App Store-Sourced Software or your possession and/or use of the App Store-Sourced Software, including, but not limited to: (a) product liability claims; (b) any claim that the App Store-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to the

Credit Union as provider of the software. You acknowledge that, in the event of any third-party claim that the App Store-Sourced Software or your possession and use of that App Store-Sourced Software infringes that third-party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You and the Credit Union acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the App Store-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the App Store-Sourced Software against you as a third-party beneficiary thereof. You must comply with applicable third-party terms of agreement when using the App Store-Sourced Software. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **X. CONTACT INFORMATION**

### **State Employees' Credit Union Member Services Support**

PO Box 27963

Raleigh, NC 27611-6807

Contact us by telephone at 888.732.8562 or 919.857.2150

Email address: [info@ncsecu.org](mailto:info@ncsecu.org)

### **State Employees' Credit Union Card and ATM Services**

PO Box 28540

Raleigh, NC 27611-8540

Ver. 3.0, 6-6-2026

## **Appendix A – BillPay**

The bill payment service (the “BillPay Service”) enables you to receive, view, and pay bills through Online Services.

### **1. BillPay Definitions.**

- “Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- “Billing Account” is the checking account from which BillPay Service fees may be automatically debited.
- “Business Days,” for purposes of the BillPay Service, are Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed. Business Days end at the close of business hours (i.e., when business hours end each day).
- “BillPay Service Provider” means companies that we have engaged (and their Affiliates) to render some or all of the BillPay Service to you on our behalf.
- “Due Date” is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
- “Eligible Transaction Account” is a checking or CashPoints® Global account that you hold with us that is eligible for the BillPay Service, and from which bill payments will be debited, your BillPay Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited.
- “Exception Payments” means payments to deposit accounts or brokerage accounts, or payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).
- “Payment Instruction” is the information provided by you to the BillPay Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- “Scheduled Payment” is a payment that has been scheduled through the BillPay Service but has not begun processing.
- “Scheduled Payment Date” is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

**2. Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller will be designated within the portions of Online Services through which the BillPay Service is offered when you are scheduling the payment. The BillPay Service will not permit you to select

a Scheduled Payment Date earlier than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the Scheduled Payment Date, your Eligible Transaction Account will either be debited immediately after scheduling your payment or up to five (5) Business Days prior to the Scheduled Payment Date. The specific timing of the debit to your Eligible Transaction Account will be disclosed in the user interface for the BillPay Service.

**3. The Service Guarantee.** Due to circumstances beyond our control, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account with the Biller. We will bear responsibility for any late payment related charges assessed by a Biller of up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with Section 2 immediately above.

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

When you provide and we receive a Payment Instruction, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf on the timelines set forth in Section 2 above so that the funds generally arrive on or before the Scheduled Payment Date designated by you. You also authorize us to credit your Eligible Transaction Account for payments returned to us by the United States Postal Service or Biller.

We will attempt to make all your payments in accordance with your Payment Instructions. However, we shall incur no liability and any Service Guarantee (as described in Section 3 above) shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a) If, through no fault of ours, your Eligible Transaction Account does not contain sufficient available funds to complete the transaction;
- b) The payment processing center is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- c) You have not provided us with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,

- d) Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

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

**5. Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of Online Services through which the BillPay Service is offered. There is no Credit Union charge for canceling or editing a Scheduled Payment, though there may be charges or related payment requirements from your Biller. Once we have begun processing a payment it cannot be canceled or edited, therefore a stop payment request must be submitted as set forth below.

**6. Stop Payment Requests.** Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact us. Although we will attempt to accommodate your request, we will have no liability for failing to stop a payment that has already been processed. We may also require you to present your request in writing within fourteen (14) days. See the [Account Rules and Regulations](#) for additional timing and other stop payment request requirements.

**7. Exception Payments Requests.** Exception Payments may be scheduled through the BillPay Service; however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall we be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 above) does not apply to Exception Payments.

**8. Bill Delivery and Presentment.** The BillPay Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the BillPay Service's electronic bill options, you also agree to the following:

- a. Presentation of electronic bills. You will receive electronic bills from a Biller only if both: (a) you have designated it in the BillPay Service as one of your Billers, and (b) the Biller has arranged with our BillPay Service Provider to deliver electronic bills. We may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the BillPay Service to receive electronic bills from

- the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the BillPay Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The BillPay Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
- b. Paper Copies of electronic bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
  - c. Sharing Information with Billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the BillPay Service’s records and the Biller’s records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
  - d. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller’s services and/or bill information.
  - e. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
  - f. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to

provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

- g. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the BillPay Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to the BillPay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- h. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- i. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- j. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

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

**9. Disclosure of Account Information to Third Parties.** It is our general policy to treat your personal information as confidential. However, we may disclose information to third-parties about your account or the transactions you make pursuant to our [Consumer Privacy Notice](#) and our [Online Privacy Notice](#) (as applicable and as further described in Section III (Privacy and Security), including but not limited to the circumstances set forth in Section 13 (Information Authorization) below and the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating services;
3. In order to verify the existence and condition of your account to a third-party service provider, such as a credit bureau or Biller;
4. To address fraud, security, or technical issues;

5. In order to comply with legal requirements such as subpoenas or court orders; or,
6. If you give us your written permission.

**10. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the BillPay Service. If we charge fees, they will be disclosed in the user interface for the BillPay Service, or elsewhere within Online Services. Any applicable fees that we may charge will be charged regardless of whether the BillPay Service was used, except for fees that are specifically use-based. Use-based fees for the BillPay Service will be charged against the Billing Account or Eligible Transaction Account, as applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the BillPay Service to deduct the calculated amount from your designated Billing Account or Eligible Transaction Account, as applicable. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 17 (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the BillPay Service, including without limitation if we debit the Billing Account or Eligible Transaction Account for such fees, as described in this Section, and there are insufficient funds in the Billing Account or Eligible Transaction Account.

**11. Biller Limitation.** We reserve the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, we will notify you promptly if we decide to refuse to pay a Biller designated by you.

**12. Returned Payments.** In using the BillPay Service, you understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from us about returned payments.

**13. Information Authorization.** Your enrollment in the BillPay Service may not be fulfilled if we cannot verify your identity or other necessary information. By enrolling in or using the BillPay Service, you authorize us to request and review your consumer report from a consumer reporting agency to evaluate and enable your use of the BillPay Service and for the other purposes described in this Section 13. In addition, and in accordance with our [Consumer Privacy Notice](#) and our Online Privacy Notice, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our BillPay Service Providers' everyday business purposes, such as to maintain your ability to access the BillPay Service, to authenticate you when you log in, to send you information about the BillPay Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend

claims, to resolve disputes, to troubleshoot problems, to enforce this OSA, to protect our rights and property, and to customize, measure, and improve the BillPay Service and the content and layout of the Online Services. Additionally, we and our BillPay Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this OSA as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our BillPay Service Providers shall have the right to retain such data even after termination or expiration of this OSA for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our BillPay Service Providers may use, store and disclose such information acquired in connection with the BillPay Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the BillPay Service.

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third-party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

You agree that we reserve the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

**14. Bill Discovery.** The following Bill Discovery terms and conditions in this Section 14 (Bill Discovery) only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you through Online Services, then this Section 14 (Bill Discovery) does not apply.

The bill discovery feature (“Bill Discovery”) enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you authorize us to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of

Online Services, you authorize us to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of Online Services at any time. If Bill Discovery has identified Biller matches, we will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Section 8 above (Bill Delivery and Presentment).

**15. Payment Methods.** There are limits on the amount of money you can send or receive through the BillPay Service. Your limits may be adjusted from time to time in our sole discretion. Any transaction limits will be disclosed to you within the BillPay Service at the time you attempt to initiate a transaction. We or our BillPay Service Provider also reserve the right to select the method in which to remit funds on your behalf through the BillPay Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, or a paper check drawn on the account of our BillPay Service Provider.

In addition, certain BillPay Service payments may be processed using a prepaid, single-use virtual card. Single-use cards provide a fast and secure way for your payment to be delivered. Please note in the event your payment is processed using a virtual card, you may not recognize the payment method and/or card numbers on any payment confirmation communication you may receive from your Biller.

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

**17. Failed or Returned Payment Instructions.** In using the BillPay Service, you are requesting that we or our BillPay Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our BillPay Service Provider may attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction.

**18. Receipts and Transaction History.** You may view your transaction history by logging into the BillPay Service and looking at your transaction history.

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

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any federal or state law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section VI.O; and
- d. Payments that may be deemed to be illegal, improper, brand damaging or potentially exposing us, our BillPay Service Providers, or the financial system to risk; and
- e. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our BillPay Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us of any violations of Section VI.O.

## **Appendix B – Mobile Check Deposit**

Mobile Check Deposit, which is available only through our Mobile App, allows you to make deposits to your eligible Credit Union accounts by photographing the fronts and backs of physical checks using a camera-ready mobile device and delivering the images and associated deposit information to the Credit Union electronically. Your mobile device must meet our hardware and software specifications, and the camera on your mobile device must meet certain resolution requirements. These requirements and specifications may change from time to time and are detailed in this Appendix B and elsewhere in the OSA.

### **1. Eligibility to Use Mobile Check Deposit**

Members must meet the Credit Union's eligibility requirements in order to use Mobile Check Deposit. Eligibility requirements are based on factors that we establish, and may change from time to time, in our sole discretion. We will notify you on the Mobile Check Deposit screen in our Mobile App if you are ineligible to use the service.

### **2. Eligible Accounts**

Eligible members may make deposits to their standard checking accounts, CashPoints Global accounts, share accounts, and money market share accounts using Mobile Check Deposit. The Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove any checking or share accounts from Mobile Check Deposit eligibility.

### **3. Deposit Limits**

We may establish limits with respect to the dollar amount and/or number of items you may deposit through Mobile Check Deposit during any established time period, and these limits, which may be set on a daily or rolling 30-day basis, will change, in our sole discretion, from time to time. We may not provide advance notice of changes in these limits except as required by law. If you attempt to initiate a deposit in excess of the limits we establish for you, your deposit may not be accepted. If we permit you to make a deposit in excess of your limits, such deposit will still be subject to the terms of this OSA and will not be considered a waiver of our limits with respect to future deposits.

### **4. Availability of Funds**

In general, if an image of an item you transmit through Mobile Check Deposit is received and accepted during business hours on a business day, we consider the deposit to have been made on that date – the “deposit date.” We strive, but do not guarantee our ability, to make funds from mobile deposits available within 1 to 4 business days. We may, in our sole discretion, delay availability of funds from any deposit you make through Mobile Check deposit for extended periods in our sole discretion or in specific circumstances, including but not limited to, suspected fraud, a history of overdrafts on your account, repeated return of deposited items, or emergency system outages. We will notify you if an extended hold is placed on your mobile

deposit. You acknowledge and agree that items transmitted using Mobile Check Deposit are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC ("Regulation CC") or to our standard Funds Availability Policy, as set forth in the "When Funds Are Available for Withdrawal" section of the [Account Rules and Regulations](#).

## **5. Eligible Deposit Items**

You agree to scan and deposit only the following types of checks: negotiable demands drawn on a bank, or a substitute check based on the foregoing. We reserve the right, in our sole discretion, to exclude as eligible for mobile deposit under this OSA any of the foregoing items.

You agree not to attempt to deposit any item that has been previously deposited, either physically or digitally, at the Credit Union or any other financial institution. If you accidentally or intentionally transmit a duplicate item, you are fully liable for any resulting return fees, overdrafts, or losses incurred by the Credit Union. Intentional, fraudulent, or repeated double-presentation of items will be considered a material breach of this OSA and may result in the termination of your ability to use Mobile Check Deposit or Online Services.

You acknowledge and agree that the image of each check you transmit to us will be converted to an IRD for subsequent presentment, and upon conversion it shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You also agree that you will not scan and deposit any of the following types of checks or other items, which are considered "ineligible items."

- Checks payable to any person or entity other than the person who owns the account into which each check is being deposited.
- Checks containing an alteration on the front of the check, or checks 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 is drawn.
- Checks that are incomplete.
- Checks payable to multiple payees, unless deposited into an account in the name of all the payees.
- Checks drawn on a financial institution located outside of the United States.
- Checks not payable in United States currency.
- Remotely created checks.
- Post-dated checks, and checks dated more than 6 months before the date of deposit (stale-dated checks).

- Checks with any restrictive endorsement on the back (other than the restrictive endorsement “For SECU Mobile Deposit Only,” as required by the Credit Union).
- Checks previously converted to a substitute check, and which have previously been submitted through Mobile Check Deposit or through any remote deposit capture service offered at the Credit Union or any other financial institution.
- Checks that require authorization.
- Sight drafts or payable-through-drafts.
- Travelers checks, U.S. Postal Money Orders, and savings bonds.
- Starter or counter checks.
- Checks on which a stop payment has been issued or checks for which the account on which it is issued has insufficient available funds.
- Checks issued from a closed account.
- Checks drawn on a home equity line of credit, or credit card advance (“convenience”) checks.
- Checks or other items prohibited by our procedures relating to our Mobile Check Deposit service, or which are otherwise not acceptable under the terms of your Credit Union account.

The Credit Union reserves the right, in its sole discretion, to determine what items may be considered ineligible items for purposes of depositing them via Mobile Check Deposit.

## **6. Endorsements and Other Deposit Procedures**

For any item you deposit through Mobile Check Deposit, you agree to obtain the signature of the payee(s) on the back of the check and to include the restrictive endorsement “For SECU Mobile Deposit Only” or to endorse the check as otherwise instructed by us. You also agree to follow any and all other procedures and instructions for use of Mobile Check Deposit as we may establish from time to time.

## **7. Our Receipt of Checks and Other Items**

We reserve the right, in our discretion, to reject any item you transmit through Mobile Check Deposit without any liability to you. We are not responsible for items we do not receive or that are dropped during transmission. An image of any item shall be deemed received when you receive confirmation from us that we have received it. Receipt of such confirmation does not necessarily mean, however, that the transmission was free of errors, complete, or will be considered a deposit and credited to your account. We further reserve the right, at any time, to

charge back to your account any item that we subsequently determine was not an eligible item or any item that is returned by the paying financial institution for any reason. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an item.

## **8. Retention and Disposal of Transmitted Items**

Once you receive confirmation from us that we received your transmitted check image, you agree to retain and safeguard the check for at least 14 calendar days from the date of the transmission. After 14 calendar days, if you have verified that the funds have been credited to your account, you agree either to destroy the check, mark it as "VOID," or otherwise render it incapable of further transmission, deposit or presentment. During the time you retain possession of the check, you agree to provide the check promptly to us upon request.

## **9. Presentment of Items**

We, in our sole discretion, will determine the manner in which checks deposited through Mobile Check Deposit are cleared, presented for payment, and collected, and such determinations are subject to the terms of our [Account Rules and Regulations](#) governing your account.

## **10. Errors in Transmission**

By using Mobile Check Deposit, you acknowledge and accept the risk that an item you deposit may be intercepted or misdirected during transmission. We bear no liability to you or others for any intercepted or misdirected items or information disclosed through such errors.

## **11. Errors and Discrepancies**

In case of errors or questions regarding items deposited through Mobile Check Deposit, the "Error Resolution" rules in the "Electronic Fund Transfers" section of the [Account Rules and Regulations](#) will apply as if an item deposited through Mobile Check Deposit were an electronic fund transfer under those rules.

## **12. Image Quality**

The image quality of the items you transmit to us using Mobile Check Deposit must be legible and comply with the requirements established and updated from time to time by us, the American National Standards Institute, the Board of Governors of the Federal Reserve Board, and/or any other applicable regulatory agency, clearinghouse or association.

## **13. Cooperation with Investigations**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of claims, including by providing, upon request and without cost to us, any originals or copies of items deposited through Mobile Check Deposit in your possession and your records relating to such items and transmissions.

## **14. Fees**

We reserve the right to charge you fees for using our Mobile Check Deposit service. If we decide to charge any fees for this service, or change the fees, we will provide any notice of the change as required by law or regulation.

## **15. User Warranties and Indemnification**

You represent, warrant and covenant to us the following, and you agree to indemnify and hold us harmless from any loss for your breach of these provisions.

- You will comply with this OSA and all applicable rules, laws and regulations.
- You will only transmit eligible items that are properly endorsed and meet our image quality standards.
- You will not transmit duplicate items.
- You will not re-deposit or re-present an original item once it has been scanned and sent through the Mobile Check Deposit service, or any other mobile deposit service, unless we specifically request you to do so.
- You will not store (other than as required under Section 8 (Retention and Disposal of Transmitted Items) of this Appendix B) or make a back-up copy of any item you submit to us through Mobile Check Deposit.
- All information you provide to us is accurate and true.
- The Credit Union will not sustain a loss because you have deposited an item through Mobile Check Deposit.

Your breach of any of the above representations, warranties or covenants may result in our termination of your use of the Mobile Check Deposit service.

## **Appendix C – Funds Transfers and Payments**

Through the Online Services you can make funds transfers and payments between your share/deposit accounts, your loan accounts, and other members' share/deposit accounts. Such transfers may be made either entirely through the Online Services platform or by requesting funds transfers using the Funds Transfer Service as described in Section 3 of this Appendix C.

In addition to this Appendix C, the funds transfers and payments described here shall be subject to the terms in the "Regulation E Disclosure" in the "Electronic Fund Transfers" section of the [Account Rules and Regulations](#) if they constitute electronic fund transfers. (In general, the following types of funds transfers and payments described in this section do not constitute electronic fund transfers: (1) recurring transfers between your accounts at the Credit Union, (2) recurring transfers between your deposit/share account and an account of your family member at the Credit Union, (3) recurring transfers from your deposit/share accounts to make payments on your Credit Union loan accounts, and (4) recurring transfers through the Funds Transfer Service described in Section 3 below that are initiated in person at a branch.) However, any limitations on the amount of the funds transfers or payments described in Sections 1 and 2 of this Appendix C shall be disclosed to you within Member Access to the extent required by applicable law, and may be changed by us at any time in our sole discretion in order to maintain the security of the Online Services. Important timing and other disclosures will be provided to you through Member Access.

### **1. Online One-Time and Recurring Transfers**

Through Online Services, you may make one-time and recurring transfers: (1) between your Credit Union accounts linked through Online Services; (2) to other Credit Union member share/deposit accounts ("Member-to-Member Transfers") (as described in more detail in Section 2 below); or (3) from your deposit/share accounts to make payments on your Credit Union loan accounts.

You must have sufficient funds in your account on the selected date of your transfer(s) in order to initiate the transfer(s). If you do not have sufficient available funds, we may refuse the transfer, or if processed, may involve the Overdraft Transfer Services if you have opted in. If your transfer(s) fails, it will not be retried.

Additional terms applicable to these transfers may be found within Member Access as you set up a transfer.

### **2. Member-to-Member Transfers**

By initiating a Member-to-Member Transfer you are authorizing the Credit Union to debit your designated account and credit the recipient's account for the specified amount. Member-to-Member Transfers are processed immediately or on the date selected. Once processed the transaction cannot be canceled or reversed by the Credit Union.

If you initiate a Member-to-Member Transfer to a recipient to which you did not intend, you are responsible for contacting the receiving party to have the funds returned. The Credit Union is not responsible for payments which were made in error by you or anyone you authorize to make transfers on your behalf.

The Credit Union will, in its sole discretion, authorize or disallow the use of Member-to-Member Transfers. The Credit Union also may in its sole discretion prohibit the use of Member-to-Member Transfers to make transfers to or from any specific member.

### **3. Funds Transfer Service**

You may use Secure Message within the Online Services to request recurring funds transfers using the “Funds Transfer Service,” which permits members to use a separate channel from those described in Sections 1 and 2 above to make transfers between their Credit Union accounts, to other Credit Union members’ accounts or from their deposit/share accounts to make payments on Credit Union loan accounts. Because the Funds Transfer Service requires the assistance of a Credit Union employee to establish or change a funds transfer, your Online Services request to use the Funds Transfer Service requires processing by a Credit Union employee to take effect.

If the available balance in the “transfer-from” account on the selected date of a recurring transfer is sufficient to make the transfer, funds are transferred on that selected date, or, if the selected date of transfer does not fall on a business day, on the preceding business day. If the transfer-from account does not have sufficient available funds to process the transfer, the service will attempt to process the transfer each subsequent business day (generally, up to 60 days except for (a) transfers to consumer loan accounts, up to 180 days, and (b) for Salary Advance Loans, indefinitely). If, due to insufficient available funds, the Funds Transfer Service cannot process the transfer after 60 days (180 days for transfers to consumer loan accounts), the transfer is canceled. However, the funds transfer will not be automatically canceled for failed transfers to Salary Advance Loans or transfers with an annual frequency.

### **4. Transfers Generally**

We reserve the right to limit your eligibility for certain or all transfers and payments under this Appendix C, and to change eligibility conditions from time to time. We also reserve the right to restrict the categories of recipients to whom funds transfers may be made under this Appendix C, in our sole discretion.

## **Appendix D – Cash and Loan Advances**

You can request advances from your Credit Union Visa Credit Card account and other existing Credit Union lines of credit such as Open-End Loans, Home Equity Lines of Credit and Salary Advance Loans, subject to terms set forth in the relevant Credit Union terms governing those products. Those terms describe the charges and fees that may be applicable to the use of a cash advance.

If you have one of the foregoing products and it has a cash advance feature available to you, you may request a cash advance through Online Services to transfer funds to your Checking, Share, Money Market Share or CashPoints Global account as you designate. Funds from such advances will be available in these deposit/share accounts in accordance with the “Electronic Deposits” section of the “When Funds Are Available for Withdrawal” rules in the [Account Rules and Regulations](#).

## **Appendix E – E-Statements and Other Documents Delivered Electronically**

You may access most documents associated with your linked accounts, including periodic account statements, year-end tax documents, and other notices required by law or regulation, through Online Services. These documents will generally be presented to you in PDF format, and you will be able to view, print and save them on your computer as PDF files.

You may opt through Online Services to receive your account statements electronically rather than on paper sent to you via mail by electing E-Statements. Once you elect E-Statements, we will no longer send you paper statements in the mail. If you choose to receive electronic statements, you may change this option at any time. In some situations (such as if you request statements in large print or braille) we will not be able to provide your statements electronically and we will need to continue to mail paper statements to you. In addition, not all accounts may be eligible for electronic statements. We will send you paper statements if you fail to maintain your consent to receive electronic communications.

Recent periodic statements for your linked accounts and year-end documents (such as IRS 1099 forms) are available online, even if you choose to also or instead receive only paper communications. To request statements and year-end documents that are no longer available electronically, please submit a request for paper documents, either online using Secure Message, by phone through Member Services Support, or in person at your local Credit Union branch.

## **Appendix F – Secure Messaging**

You may communicate with us, and we may communicate with you, electronically and securely, through Secure Messaging. You can access Secure Messages through the Messages function in Member Access. Secure Messaging involves authenticated, access-controlled messaging functionality, but we make no representation as to end-to-end encryption or immunity from third-party access.

We will be deemed to have received any message you send through Secure Message by the end of the following business day. Your message to the Credit Union is important to us and it will be processed in as timely a manner as possible; however, our full response may take several days depending upon the nature of your message, staff availability, message volume, and other factors beyond our control.

You acknowledge that we require a reasonable amount of time to act on your message; therefore, **you should not use Secure Message if you need to communicate with us immediately.**

Messages sent to and from the Credit Union through Secure Message are our property, and we reserve the right to delete such messages at our sole discretion. We may use Secure Message to send you messages about products and services we offer, and you agree that we may send you these messages.

## **Appendix G – Card Management and Activation**

Card Management and Activation are services we offer through the “Manage Cards” section of Member Access.

Through the Card Management service, cardholders may, at any time, enable a lock feature to instantly block new credit card and debit card transactions (e.g., non-recurring point-of-sale, mobile wallet and online purchases, and ATM transactions such as withdrawals and fund transfers) initiated either by physical card or card number. The lock does not affect pre-established transactions, such as recurring credit or debit transactions and installment loan payments, or any incoming credits, refunds, fees, or automatic payments, such as direct deposits. Cardholders are able to deactivate the lock function at any time. For more information on how to use this service, click on the info icon on the Manage Cards screen.

Through the Activation service, cardholders may activate new Credit Union cards they receive by mail.

## Appendix H – Alerts

Our Alerts service allows you to receive various types of electronic alerts in the Member Access alerts inbox, or by email, push notification, or text message. These alerts include: account alerts, transaction alerts, money movement alerts, security alerts, and financial wellness alerts. You can manage how and when you receive most alerts, or opt out of certain alerts, through Member Access.

While we make efforts to initiate alerts in a timely manner, we cannot control all external factors necessary for you to receive the alerts and registering for alerts does not relieve you of your responsibility to otherwise monitor and manage your accounts. You agree, therefore, that we will not be liable to you for any negative consequences you may experience as a result of:

- non-delivery, delayed delivery, or erroneous delivery of any alert;
- inaccurate alert content; or
- your use of or reliance on the contents of any alert (or the lack of any alert) for any purposes.

You acknowledge and understand that the information in our alerts is not encrypted. Some of the alerts are not sent in real time, and the information conveyed in an alert may not be current. In addition, sent alerts may not be delivered if your device is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the Credit Union or your wireless carrier may interfere with message delivery, including your mobile device equipment, terrain, proximity to buildings, foliage, and weather.

The Credit Union does not charge any fees for these alerts; however, **message and data rates, as determined by your wireless carrier's rate plan, may apply.**

You can opt out of or manage most of these alerts through Member Access. You may opt out of receiving alerts by text messaging by replying "STOP" or through Member Access. Replying "STOP" will stop alerts from being delivered by text message but not unenroll your alerts. The alerts will still be delivered to the Member Access alerts inbox, your email and, if you have opted in, via push notifications.

Please note that alerts pertaining to the BillPay Service are managed within the BillPay Service itself and may be subject to additional terms described within the BillPay Service. Alerts from the BillPay Service are sent by email from [billpay@customercenter.net](mailto:billpay@customercenter.net).

## **Appendix I – Credit Score**

If you have an active lending relationship with us, meaning an active loan or a loan closed within the prior 12 months, you can view your FICO<sup>®2</sup> credit risk score (your “FICO Score”) via Online Services. The score is created by Fair Isaac Corporation (now legally known as “FICO”), one of the nation’s primary credit-scoring companies.

### **Important details about FICO Score**

- Your FICO Score is updated monthly and may not match the score provided to SECU when determining the interest rate on your loan.
- Lending decisions are based on your income, payment affordability, credit history, and collateral value. Additionally, interest rates may vary based on your FICO Score, loan term, collateral type, and loan-to-value.
- Your FICO Score is not impacted at all by SECU providing the score to you.

Your FICO Score is provided for your own non-commercial personal review and benefit. SECU and Fair Isaac are not credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. SECU and Fair Isaac do not provide “credit repair” services or advice or assistance regarding “rebuilding” or “improving” your credit record, credit history or credit rating.

### **About FICO Scores and SECU**

Your FICO Score is a number summarizing your credit risk, based on your credit data, and helps lenders evaluate your credit profile. Your FICO Score is important in that it can impact (good or bad) your ability to obtain a new loan. The higher the score the better. Most lenders set loan interest rates based on the borrower's FICO Score. The lower the FICO Score, the higher the loan interest rate.

The FICO<sup>®</sup> Score is one of many attributes that are considered by SECU when reviewing loan requests. Factors such as your income, payment affordability, history with SECU, and collateral value (if applicable) all play a role in helping us make lending decisions. Please note that your FICO Score is not impacted at all by SECU when providing the score to you through the FICO Score program.

While your FICO Score can change daily, the score provided on FICO Score is updated monthly, as long as you maintain a lending relationship. Significant changes in your score should be reviewed more closely by obtaining your credit report. It could be an indication of a problem, unless you recently made significant changes to your loans, etc. You can obtain one free credit report per year from [www.annualcreditreport.com](http://www.annualcreditreport.com).

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<sup>2</sup> FICO, FICO Score FICO and “The score lenders use” are trademarks and / or registered trademarks of Fair Isaac Corporation in the United States and other countries.

## **Appendix J – Stop Payment Orders**

You may place stop payment orders through Online Services on checks, preauthorized point of sale (POS) transfers and payments, and ACH debit entries that have not yet posted to your account.

Stop payment orders are processed or responded to on the same business day as received. Orders received after business hours will be processed on the following business day.

For additional terms and conditions relating to stopping payment on checks, see the “Stopping Payment On Checks” section of our [Account Rules and Regulations](#).

For additional terms and conditions related to stopping payments on preauthorized POS and ACH debit transfers and payments, see the “Stopping Payment on Pre-Authorized Transactions” provision of the “Electronic Fund Transfers” section of our [Account Rules and Regulations](#).

## **Appendix K – Money Management Services**

This Appendix K contains the terms and conditions (“Money Management Terms”) for your use of digital money management tools and services that we may provide you and that involve accessing third-party account information (“Money Management Services” or “Services,” for purposes of the Money Management Terms). Hereinafter, for purposes of the Money Management Terms, “you,” “your,” or “User” means the end user of the Money Management Services. Our service providers, Digital First Holdings LLC d/b/a Candescent, and MX Technologies, Inc. (collectively, the “Providers”) are intended third-party beneficiaries of these Money Management Terms and are entitled to enforce its terms.

Providers may have their own terms and conditions, or require you to enter into separate agreements with the Providers, as a condition to using their services in connection with the Money Management Services. You should read and understand any such terms and conditions, and if you do not agree to such terms and conditions, you may not link your external financial accounts or use the Money Management Services. You acknowledge and agree that we may modify, suspend or terminate any external financial account linking and the Money Management Services at any time without prior notice, including in response to changes in applicable law and regulations or any fraud or security concerns.

### **1. General.**

(i) User will follow the standard operating procedures, including without limitation security procedures, with respect to use of the Money Management Services.

(ii) User agrees to allow Candescent, its successors and assigns, and its and their third-party services providers access and use of such Users' data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Money Management Services. As used herein “Aggregated Data” means User Data and information that has been stripped of all personally identifiable information. “User Data” for purposes of this definition, means User account information, account access information and registration information as provided by Users. “Nonpublic Personal Information” means information concerning Users and their past or present accounts; information falling within the definition of “nonpublic personal information” or “personally identifiable financial information” under Regulation P, 12 C.F.R. 1016 et seq., or under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; or information otherwise considered privileged, confidential, private, nonpublic or personal and/or given protected status under any federal or state law.

(iii) Credit Union has no liability to User or other third-parties relating to any delays, inaccuracies or incomplete Money Management Services caused by the failure of Credit Union to properly or timely meet its obligations or requirements in connection with the Money Management Services.

(iv) User shall determine and be responsible for the completeness, authenticity and accuracy of all such information submitted to the Money Management Services.

**2. Provide Accurate Information.** You represent and agree that all information you provide to us in connection with the Money Management Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third-party sites which you include or access through the Money Management Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Money Management Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

**3. Content You Provide.** Your use of the Money Management Services is your authorization for the Credit Union or its service providers, as your agent, to access third-party sites which you designate in order to retrieve information. You are licensing to Credit Union and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Money Management Services. You authorize us and our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Money Management Services or that we or our service providers retrieve on your behalf for purposes of providing the Money Management Services, to offer products and services, and for other permissible business purposes. The foregoing provision is not intended to authorize our service providers to offer products and services directly to you. Except as otherwise provided herein, we or our service provider may store, use, change, or display such information or create new content using such information.

**4. Power of Attorney.** You grant the Credit Union and its service providers a limited power of attorney as provided below to access information at third-party sites on your behalf. Third-party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant the Credit Union and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third-party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Money Management Services are not sponsored or endorsed by any third-party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN CREDIT UNION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD-PARTY SITES.**

**5. Third-Party Accounts.** With respect to any third-party sites we may enable you to access through the Money Management Services or with respect to any non-Credit Union accounts you include in the Money Management Services, you agree to the following:

a. To the fullest extent permitted under applicable law, you are responsible for all fees charged by the third-party in connection with any non-Credit Union accounts and transactions.

You agree to comply with the terms and conditions and the respective account provider of those accounts and agree that these Money Management Terms do not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-Credit Union account, you agree to direct these to the account provider.

b. Any links to third-party sites that we may provide are for your convenience only, and neither we nor our service providers sponsor or endorse those sites. Any third-party services, which you may be able to access through the Money Management Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third-party sites. The third-party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

**6. Limitations of Money Management Services.** When using the Money Management Services, you may incur technical or other difficulties. Neither we nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Money Management Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes.

**7. Acceptance of User Agreement and Changes.** Your use of the Money Management Services constitutes your acceptance of these Money Management Terms. These Money Management Terms are subject to change from time to time. We will notify you of any material change as set forth in the OSA. The licenses, user obligations, and authorizations described herein are ongoing.

**8. Aggregated Data.** Where permitted by applicable law, anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Money Management Services, may be used by us and our service providers, including their affiliates, to conduct certain analytical research, performance tracking, marketing and marketing program activities, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Except as described in Section 1(ii) above, our [Consumer Privacy Notice](#), and our [Online Privacy Notice](#), your personally identifiable information will not be shared with third parties. Your personally identifiable information will not be sold to third parties. Notwithstanding any other provision of these Money Management Terms, where permitted by applicable law, use of data collected through your use of the Money Management Services for marketing and marketing program activities may include targeted marketing, meaning that specific marketing activities may be directed to a group of users, where each user meets certain pre-defined categories or characteristics. For example, a targeted marketing activity may issue a display ad for a group of

users, where each user is identified as having an open credit card account through a financial institution.

**9. Ownership.** You agree that the Credit Union and its service providers, as applicable, retain all ownership and proprietary rights in the Money Management Services, associated content, technology, mobile applications and websites.

**10. User Conduct.** You agree not to use the Money Management Services or the content or information delivered through the Money Management Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Money Management Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for the Credit Union or its service provider or cause the Credit Union to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; (e) use the Money Management Services in such a manner as to gain unauthorized entry or access to computer systems.

**11. Indemnification.** You agree to defend, indemnify and hold harmless the Credit Union, its third-party services providers and their officers, directors, employees and agents from and against any and all third-party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Money Management Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone in connection with the Money Management Services.

**12. Disclaimer.** The Money Management Services are not intended to provide legal, tax or financial advice. The Money Management Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither the Credit Union nor its third-party providers are engaged in rendering accounting, investment, tax, legal or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. The Credit Union and its third-party providers specifically disclaim any liability, loss or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, the Credit Union and its third-party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of Money Management Services or any materials or information accessible through it. Past performance does not guarantee future results. Credit Union and its third-party providers do not warrant that the Money Management Services comply with the requirements of the Financial Industry Regulatory Authority ("FINRA") or those of any other organization anywhere in the world.

**13. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE MONEY MANAGEMENT SERVICES 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. WE, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE CREDIT UNION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**14. Other Items.** You may not assign these Money Management Terms. A determination that any provision of these Money Management Terms is unenforceable or invalid shall not render any other provision of these Money Management Terms or the OSA unenforceable or invalid.