

United Southeast Federal Credit Union's Online and Mobile Banking Agreement and Disclosure

I. Introduction

This Online and Mobile Banking Agreement and Disclosure ("Agreement") contains the terms that govern your use of the United Southeast Federal Credit Union (USFCU) online banking and mobile banking application services (collectively, the "Services," individually, a "Service"). You may use these Services to access your accounts online or on a mobile device. By enrolling and using the Services to access an account you are agreeing to the most recent terms of this Agreement which supplements the Membership and Account Agreement and other membership agreements and disclosures (collectively, "Membership Agreements") provided at the time of Account opening. You should review the Membership Agreements carefully, as they may include transaction limitations and fees which might apply to your use of the Services.

We may offer additional Services and features in the future. Any such added Services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service or feature is added and/or at the time of enrollment for the feature or Service, if applicable. From time to time, we may amend the terms of this Agreement, applicable fees, service charges, and modify or cancel the Services from time to time without notice, except as may be required by Law. Such amendments shall be effective when they are communicated in any way, including posted on the internet or mailed to you. Further, the Credit Union may, from time to time, revise or update the Credit Union program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Credit Union programs, Services, and/or related material(s) and limit access to the Credit Union's more recent versions and updates. YOUR CONTINUED USE OF THE SERVICES MEANS THAT YOU AGREE TO THE CHANGES. IF YOU DO NOT AGREE TO THE CHANGES, YOU MUST NOTIFY US OF YOUR DISAGREEMENT, AND WE WILL TERMINATE YOUR ACCESS TO ALL SERVICES.

II. Definitions

As used in this Agreement, the following words have the meanings given below:

"Account(s)" means your eligible United Southeast Federal Credit Union checking, savings, loan, certificate of deposit, and other United Southeast Federal Credit Union products that can be accessed through the Services.

"Device" means a computer and related equipment with a web browser, and/or a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" is a service provided by the Credit Union that allows members to conduct financial transactions using a smartphone or tablet.

"Online Banking" is the internet-based service providing access to your Credit Union account(s).

"Services" refers to the Online Banking, Mobile Banking, and Bill Payment services.

"Service Providers" means the Credit Union, its affiliates, any processor, or other third party that we have engaged to provide remittance capabilities, equipment, or other services in connection with any of the Services. This includes any agent, independent contractor, or subcontractor of any of the foregoing. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

"You" and "Your(s)," refers to each person with authorized access to your Account(s) who applies and uses the Service.

"We," "Us," and "Credit Union" refers to United Southeast Federal Credit Union.

III. Online and Mobile Banking Services

Upon approval, you may use your personal computer or mobile device(s) to access your accounts. You must use your mobile access PIN or username and password to access your accounts. The Online and Mobile Banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Online and Mobile Banking services may not be available due to system maintenance. You will need a personal computer and a web browser (such as Google Chrome or Edge). For Mobile, you will need an iPhone or Android mobile device. You are responsible for the installation, maintenance and operation of your computer or device. The Credit Union will not be responsible for any errors or failure involving your computer or device.

For the purpose of transactions, the Credit Union's business days are Monday through Friday, excluding holidays and weekends.

At the present time, you may use the Online and Mobile Banking service to:

- View your current savings and loan balances;
- View transaction history for each account;
- Transfer funds between your accounts;
- Review information on your loan account(s);
- Make Bill Pay bill payments from your Checking account;
- Communicate with the Credit Union using the Support Message Center;
- Order checks; and
- Setup Alert Notifications

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

IV. Online and Mobile Banking Service Limitations

The following limitations on Online and Mobile Banking transactions may apply:

a. Share to Share Transfers. You may make share transfers to your other accounts as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon

insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

b. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to our Funds Availability Policy.

c. Support Message Center. You may use the support message center to send messages to us. The Credit Union may not immediately receive messages that you send and the Credit Union will not take action based on requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 8.

d. Bill Pay Service. When you apply for the Bill Pay service you must designate your Checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. We reserve the right to not allow the designation of a particular merchant or institution.

You or any persons who you have authorized to use your Online and Mobile Banking Service can perform the following transactions:

Scheduling Payments. Funds must be available in your Bill Payment Account on or before the scheduled payment date. Funds for bill payments made via check will be deducted from your account when the check is presented for payment.

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

No Duty to Monitor Payments. The credit union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The credit union will not be liable in any way for damages you incur for any of the following reasons:

- Insufficient funds in your Bill Payment Account to make the payment on the processing date;
- Delays in mail delivery;
- Changes to the payee's address or account number;
- The failure of any payee to correctly account for or credit the payment in a timely manner; or
- Any other circumstances beyond the control of the Credit Union.

For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.

Cancel or Change Payment Instructions. Payments may be changed or canceled as long as the Change/Cancel line is present on the bill payment screen. Once the payment is in “Pending” status, no further changes can be made to the payment. Stop Payments can only be placed on single checks or draft checks. For a single check, the member must contact Bill Pay to perform the stop payment. For a draft check, the member must contact the Credit Union to perform the stop payment. There is a fee for these stop payment requests. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Credit Union, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Credit Union may pay any item that is presented following the lapse of any stop payment order.

No Signature Required. When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item and without prior notice to you.

V. E-Statements

By enrolling in Online Banking, you may opt-in via the E-Statements icon to receive statements electronically, as well as receiving all regulatory and account disclosure information electronically. You can view, print or download E-Statements from Online Banking, or you may request a printed copy to be mailed to you at the address on file or picked up in branch. USFCU may assess a fee for statement printouts. See the current Fee Schedule.

If you would like to opt out of E-Statements and receive printed/mailed account statements, you can request so by phone at 423-989-2100, in person at any USFCU location or in writing to United Southeast Federal Credit Union, 1545 Bluff City Highway, Bristol, TN 37620. See the current Fee Schedule for paper statement fees.

VI. Devices, Equipment and Software

The Credit Union does not guarantee that your Device or mobile phone service provider will be compatible with the Services.

You are responsible for the installation, maintenance, and operation of your Device, browser and the software. The Credit Union is not responsible for any errors or failures from any malfunction of your Device, the browser or the software. Mobile phones, computers, and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components or related problems (collectively referred to as “viruses”) which could result in damage to programs, files, and/or your phone or Device or could result in information being intercepted by a third party. The Credit Union will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. The Credit Union will also not be responsible if any non-public personal information is accessed via the Services due to any of the above-named viruses residing or being contracted by your Device or computer at any time or from any source.

The Credit Union is not responsible for errors, interruptions or delays in the Services or your inability to access the Services caused by your Device or computer. We are not responsible for the cost of upgrading the Device or computer to remain current with the Services. We are not responsible for any damage to the Device or computer or the data within.

VII. Fees and Charges

There may be additional fees and charges for select Services – these fees are described within the user interface (online or within the mobile application), on our website, or in your other agreements or disclosures. Fees and charges may be changed in our sole discretion. You agree to pay all such fees and charges associated with the Services and authorize us to deduct the calculated amount from your account(s). Your accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Membership and Account Agreement and your Loan Agreement. Existing fees and charges associated with your account(s) will continue to apply.

VIII. Security

As a Credit Union member engaging in the Services, you have chosen a username and password or mobile access PIN which allows you access to the Services. Information you provide in connection with the Services will be stored on secure servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security; however, is partly contingent upon your responsible behavior in protecting your account information, PIN and password for the Services. Please use maximum caution in protecting such information.

- A. **Protecting Your Information and Device.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Services. You agree not to leave your Device unattended while logged into Mobile Banking or Online Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access the Services, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

You may use the Password/Passcode Change Feature within Online or Mobile Banking to change your password or PIN. The Credit Union does not maintain a record of your PIN, nor can we view your password.

You must notify the Credit Union IMMEDIATELY if:

1. You believe your account information, username, PIN or password has been lost or stolen;
 2. Someone has attempted to use the Services without your consent;
 3. Your deposit account(s) or loan account(s) have been accessed without your consent;
 4. Someone has transferred money without your permission;
 5. You would like to change, disable, or revoke your password.
- B. **Your Liability for Unauthorized Transfer or Transactions.** As directed above, tell us AT ONCE if you believe your account information and/or PIN have been lost or stolen or believe an unauthorized transaction has been made from your Account(s).

You can call us at **(423) 989-2100**; or write to:

United Southeast Federal Credit Union
1545 Bluff City Highway
Bristol, TN 37620

Calling the Credit Union is the best way of minimizing your losses and liability. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you believe your account information and/or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your account information and/or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or PIN, and we can prove we could have stopped someone from using your account/and or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

- C. **Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your account or transfers you made:
1. As necessary to complete transfers;
 2. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
 3. If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
 4. To comply with government agency or court orders; or
 5. If you give us your written permission.
- D. **Errors and Questions.** Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:
1. Tell us your name and account number;
 2. Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information;
 3. Tell us the dollar amount of the suspected error; and
 4. The date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will generally tell you the results of our investigation within 10 business days of the receipt of your complaint or question (20 business days if the transaction involved an account opened within the past 30 days). If we need more time, however, we may take up to 45 days. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

IX. No Warranties

Neither the Credit Union nor any of its subsidiaries, affiliates, or Service Providers represents or warrants the accuracy, adequacy, completeness or timeliness of the Services, including but not limited to the information, materials, products and services on our web sites or applications the error free use of our web sites or applications. All the Services, our web sites and all information, materials, products and services provided through our web sites, are provided "As Is" and "As Available" without warranty of any kind, either express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than the Services to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

X. Limit of Liability; Indemnification

In no event will the Credit Union or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use any Services; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through any Services, or (iv) any other failure, action, or omission, and regardless of whether arising under breach of contract, tortious behavior, negligence or under any other theory or cause of action.

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the Credit Union, its affiliates, officers, directors, employees, consultants, agents, contractors, Service Providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Services; (b) your violation of any law or rights of a third party; (c) any fraud, manipulation or other breach of this Agreement by you; (d) any third party claim, action or allegations brought against the Credit Union arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; or (e) your use, or use by a third party, of the Services. The Credit Union reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Credit Union in asserting any available defenses. You will not settle any action or claims on the Credit Union's behalf without the prior written consent of the Credit Union.

XI. Third Party Content, Services, and Links

Our websites and Services may contain links to other web sites, merchandise and services provided, owned or operated by third parties. We provide these links as a service to you. The linked sites are not under the control of the Credit Union or its affiliates or subsidiaries, and we are not responsible for their availability or their content, products, services advertising or other materials available on the third-party sites. The links do not imply our endorsement or approval of material on any other site. Any third-party sites may have a privacy policy different from that of the Credit Union and may provide less security than our web sites. We strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

All matters concerning other web sites, merchandise and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever with regard to any third party's websites, merchandise, or services. THE CREDIT UNION IS NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY DAMAGES, LOSSES OR INJURIES OF ANY KIND ARISING OUT OF YOUR USE OF ANY THIRD PARTY'S WEB SITES AND THE MERCHANDISE AND SERVICES AVAILABLE ON THEM, OR ANY REFERENCE TO

OR RELIANCE ON INFORMATION CONTAINED THEREIN. YOUR RIGHTS AND OBLIGATIONS WILL BE GOVERNED BY THE THIRD PARTIES AGREEMENTS AND POLICIES RELATING TO THE USE OF THEIR SERVICES.

XII. Termination of Online and Mobile Banking Services. You agree that we may terminate this Agreement and you Online and Mobile Banking services, if you, or any authorized user of your Online and Mobile Banking services or password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or security code or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

XIII. Miscellaneous

- A. **Waiver.** We may waive any term or provision of this Agreement at any time or from time to time. We will not be deemed to have waived any of our rights or remedies with regard to this Agreement, unless our waiver is in writing and signed by an authorized officer of the Credit Union or its affiliates. No delay or omission on the part of the Credit Union or its affiliates, or their respective successors and assigns, in exercising any rights or remedies will operate as a waiver of those rights or remedies or any other rights or remedies. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.
- B. **Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any Service Provider. The Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. The Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.
- C. **Governing Law; Jurisdiction.** This Agreement is governed by all applicable Federal laws of the United States of America and the laws of the State of Tennessee (without regard to any choice of law provisions thereof).
- D. **Fees.** Use of Online Banking and Mobile Banking are free; however, standard account fees do apply (i.e. overdraft fees). For all fees, see the USFCU Fee Disclosure.