

This Agreement covers your and our rights and responsibilities concerning your Online and Vibrant Mobile services offered to you by Vibrant Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign an application or authorization to use an Online Banking and Vibrant Mobile service and any authorized users. The words "we," "us," and "our" mean the Credit Union. By submitting an Online and Vibrant Mobile Service enrollment or your acceptance of Online or Vibrant Mobile services, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments. You agree that when you use Online and Vibrant Mobile, you will remain subject to the terms and conditions of all your existing agreements with us including the Business Service Agreement and "Our Electronic Funds Transfer Terms."

Electronic funds transfers ("EFTs") are electronically initiated transfers of money through the Online and Vibrant Mobile services ("Services") involving your deposit accounts at the Credit Union.

## 1. Online Banking Services

If we approve your application for Online Banking, you may use a personal computer or a mobile phone to access your accounts. For this service, you will need a personal computer or mobile phone with access to the Internet and a web browser such as Microsoft Internet Explorer, Apple Safari, Mozilla Firefox or Google Chrome. The Online Banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's Online Banking services may not be available due to system maintenance. The online address for Online Banking is [www.vibrantcreditunion.org](http://www.vibrantcreditunion.org). To enroll in the service, you may be required to have: (i) your primary member account number; (ii) your social security number; (iii) your driver's license number; (iv) your date of birth; and (v) the email address associated with your account. You may select a password or access code. You must use your password/access code to access your accounts. You are responsible for the installation, maintenance, and operation of your computer and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation, or your computer. At the present time, you may use Online Banking to:

- Transfer funds between checking and savings accounts with us.
- Transfer funds from an equity line of credit to checking or savings accounts.
- Make a payment from checking or savings accounts to a loan account with us.
- Apply for a deposit account or loan with us.
- Obtain information for any of the deposit or loan accounts.

Transactions involving the accounts you have with us are addressed by the Business Service Agreement (BSA), whereas transactions involving a loan are addressed by the applicable loan agreement(s).

## 2. Online Banking Service Limitations

The following limitations on Online Banking limitations may apply:

### a. Transfers

You may make funds transfers to the accounts with us, or other accounts you authorize, as often as you like, however, transfers from a savings or money market account *may* be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in the account or available credit line at the time of the transfer, except as limited under other agreements. We reserve 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.

### b. Account Information

Account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited, due to the processing time for ATM transactions. See "Funds Availability of Deposits."

### c. E-Mail and Stop Payment Requests

We may not immediately receive e-mail communications that you send, and we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be a verbal request and will expire in fourteen (14) days unless confirmed in writing as addressed in the MSA. Contact us immediately regarding an unauthorized transaction or stop payment request.

### d. Illegal Use or Internet Gambling

You may not use the Online or Vibrant Mobile services for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of a Service are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. We monitor and have the right to restrict all online gambling transactions.

## 3. 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 have the option to set your payments up as recurring or manual one-time payments. 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 may not use this service to pay taxes. Unless advised otherwise, payments may only be made to payees located in the United States.

You or any persons who you have authorized to use your Bill Pay Service, Online Banking Service, sign-on Password or any access code can perform the following transactions:

- Pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount on demand," from your designated Checking Account.
- Obtain information (payee information, payment status information, etc.) about your Bill Pay account status

Please note that if payment to a payee is made by check, the check may be processed and debited from the account before the scheduled payment date.

### a. Bill Pay Transactions

You authorize us to process bill payments from your designated account. You may use the Bill Pay service to initiate three different types of payment transactions:

- "On demand" or "one-time" payments are payments that are not recurring. You set up the payment date and amount each time you wish to make a payment to the payee. You may cancel or edit a payment if the status is pending.
- "Expedited" payments are delivered faster than standard payments. These payments are subject to a fee as set forth in the Rate and Fee Disclosures. You **cannot** cancel or edit an expedited payment once it has been submitted.
- "Recurring" payments are payments that are reoccurring on a fixed due date and fixed amount. You have an option in the Bill Pay system

to set these automatic payments to continue indefinitely or set a maturity date. You may cancel or edit a payment if the status is pending.

- Bill Payment transactions are set by the Credit Union.

#### **b. Authorized Payments**

When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account or any other account you designate. We will process bill payment transfer requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee code number. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

#### **c. Processing Payments**

The amount of your requested bill payments will be deducted from your account (normally within two business days of the date that the payment is transmitted to the payee). You will receive a confirmation number at the time of each transaction. Therefore, you must have sufficient funds available to cover your payment on the date in which the payment is scheduled to be issued.

Bill payments are delivered to the payee either electronically, which may take up to five business days from the Scheduled Debit Date, or by check to those payees not set up to accept electronic payments, which may take up to ten business days from the Scheduled Debit Date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

#### **d. Canceling or Changing Bill Payments**

You may cancel or stop payment on Future and Recurring bill payments instructions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a bill payment that you have already scheduled for transmission through the Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation request must be entered and transmitted through the Bill Pay service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment.

If you wish to place a verbal stop payment on a recurring bill payment transaction, not using the Bill Pay service, the Credit Union must receive your verbal stop payment request at least three (3) business days before the Scheduled Debit Date. You may call the Credit Union at the telephone number set forth in Section 5 to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within 14 days after the call.

#### **e. Third Party Services**

The actual payment mailings (Checks) and electronic fund transfers of bill payments are handled by an independent third party. Neither the Credit Union nor our third-party affiliates will be responsible for the completion and accuracy of the transaction information that you submit, add, or delete from the online bill payment platform.

### **4. Vibrant Mobile Services**

#### **a. Service Access**

Vibrant Mobile is a personal financial information management service that allows you to access account information, make payments to merchants who have previously consented to accept payments through our Online Banking service and make such other transactions as described above using compatible and supported mobile phones and wireless devices ("Wireless Device"). You agree and understand that the Vibrant Mobile service may not be accessible

or may have limited utility over some mobile telephone networks, such as while roaming. The services that you may access through Vibrant Mobile are the same account and service transactions available through Online Banking. When you register for Vibrant Mobile, the designated accounts and bill payment payees linked to the account through Online Banking will be accessible through Vibrant Mobile.

#### **b. Use of Services**

You are fully responsible for understanding how to use Vibrant Mobile before you actually do so, and you must use Vibrant Mobile in accordance with any use or operational instructions posted on our web site. You are also responsible for your use of your Wireless Device and the Vibrant Mobile Service software provided to you. If you authorize the use of biometric login (for example, fingerprint or retinal scan) for Vibrant Mobile, the service may be accessed using any biometric login recognized by your wireless device, even if it is not your own. If you have permitted another person to use their own biometrics to authorize activity on your wireless device, their biometrics will also gain access to Vibrant Mobile if you have authorized biometric login. We will not be liable to you for any losses caused by your failure to properly use Vibrant Mobile, the Software or your Wireless Device. You may experience technical or other difficulties related to Vibrant Mobile that may result in loss of data, personalization settings or other Vibrant Mobile interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Vibrant Mobile. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network that you utilize to access Vibrant Mobile. Financial information shown on Vibrant Mobile reflects the most recent account information available through Vibrant Mobile, and may not be current. You agree that we are not liable for delays in updating account information accessed through Vibrant Mobile. We are not responsible for any actions you take based on information accessed through the Vibrant Mobile app that is not current. If you need the most current account information, you agree to contact us directly.

In the event we change or upgrade Vibrant Mobile, you are responsible for making sure you that you understand how to use Vibrant Mobile as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Vibrant Mobile or your Mobile Device.

#### **c. Relationship to Other Agreements**

You agree that when you use Vibrant Mobile, you will remain subject to the terms and conditions of your existing agreements with any service providers of yours, including service carrier or provider (e.g., Cingular, Verizon, Sprint, T-Mobile, Alltel, etc.). You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Vibrant Mobile (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Vibrant Mobile, including while downloading the Software, receiving or sending Vibrant Mobile text messages, or other use of your Mobile Device when using the Software or other products and services provided by Vibrant Mobile), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Vibrant Mobile, you will contact us directly.

#### **d. Vibrant Mobile Software License**

You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Software application on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to download and install the Software application to that

new or different Mobile Device. This License shall be deemed revoked immediately upon:

- your termination of Vibrant Mobile in accordance with this Agreement;
- your deletion of the Software application from your Mobile Device; or
- our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software application from your Mobile Device.

#### **e. Your Obligations**

When you use Vibrant Mobile to access accounts you designate during the registration process, you agree to the following requirements. You agree not to use Vibrant Mobile or the content or information delivered through Vibrant Mobile in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software application (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Vibrant Mobile to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Vibrant Mobile; (i) interfere with or disrupt the use of Vibrant Mobile by any other user; or (k) use Vibrant Mobile in such a manner as to gain unauthorized entry or access to the computer systems of others.

#### **f. Supplemental Privacy Disclosure**

The following information supplements our Privacy Policy Disclosure. Our Vibrant Mobile app periodically collects, transmits, and uses geolocation information to support features that prevent fraudulent card use and alerts, but only if you expressly authorize collection of such information. You may choose whether geolocation information can be monitored on a continuous basis in the background, only while the app is being used, or not at all. You can change your location permissions at any time in your device settings. The app also collects information from your microphone, camera and contacts as well as biometric information such as Face ID in order to complete transactions efficiently.

#### **5. Vibrant Mobile Service Limitations**

Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Vibrant Mobile. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Vibrant Mobile. You agree to exercise caution when utilizing the Vibrant Mobile application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Vibrant Mobile reflects the most recent account information available through Vibrant Mobile, and may not be current. You agree that we are not liable for delays in updating account information accessed through Vibrant Mobile. We are not responsible for any actions you take based on information accessed through the Vibrant Mobile app that is not current. If you need the most current account information, you agree to contact us directly.

#### **6. Mobile Deposit Service**

The Mobile Deposit service allows you to make deposits to your accounts using compatible and supported mobile phones and/or other compatible and supported Mobile Devices.

##### **a. Mobile Deposit Capture Process**

If we approve the Mobile Deposit Service for you, you must use username and password to access your accounts. You may

photograph an image of checks with your mobile device creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. The Credit Union may, in its discretion, convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

##### **b. Funds Availability**

Funds from items deposited through a Mobile Deposit Capture will be available on the day the item is cleared by the payor bank and the Credit Union has been given credit. Funds deposited using the service will generally be made available within three (3) business day of the day of deposit. Checks deposited after 2:00 pm will be considered to have been deposited on the next business day. There may be additional holds on deposited items as set forth in the Credit Union's Funds Availability disclosure, as amended from time to time, which is incorporated herein by reference. You agree that the imaging and transmitting of checks alone does not constitute receipt by the Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a check or items does not contain errors or that funds will be available. Checks deposited through Mobile Deposit are not received by the Credit Union until we have acknowledged receipt and provided credit to your account.

##### **c. Deposit Limitations**

You may not use Mobile Deposit to deposit any item greater than \$50,00.00.

##### **d. Deposit Acceptance**

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

#### **7. Your Responsibilities for Mobile Deposit**

##### **a. Member Account**

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

##### **b. Responsibility for Imaging**

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

##### **c. Deposit Requirements**

You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States. For checks not falling within this requirement you must deposit those checks in person, using a night drop facility or by U.S. Mail. You agree that each check you deposit through the Service will meet the image quality standards directed in the application.

For all mobile check deposits, you must endorse the original paper check with your name and providing: "FOR MOBILE DEPOSIT AT VIBRANT CREDIT UNION". If you fail to provide this endorsement, we may refuse the deposit and return it to you and you agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement. Eligible endorsements must include your signature.

**d. Check Retention & Destruction**

You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and your Business Service Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation:

- theft or reproduction of the original checks (including by employees) for purposes of presentation for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and
  - unauthorized use of information derived from the original checks.
- When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

**e. Deposit Prohibitions**

You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means:

- Any substitute check, the original of which has already been presented for deposit via the Service;
- Any image of a check that has already been deposited either as an original or as a substitute check;
- Any original check, the substitute check of which has already been presented for deposit via Mobile Deposit;
- Any check made payable (individually or jointly) to someone who is not an owner on your account;
- Any post-dated or stale-dated check;
- Money orders, traveler's checks, or gift checks;
- Starter checks or counter checks; and
- State warrants or other instruments that are not checks;

If you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

**f. Financial Responsibility**

You understand that you remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your

failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

**g. Account Reconciliation**

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

**h. Your Representations and Warranties**

You represent and warrant:

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

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

**8. Our Obligations for Mobile Deposit****a. Financial Data**

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

**b. Service Availability**

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

**c. Exception Items**

When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the

service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union therefrom may nevertheless be returned to the Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. The Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to the Credit Union.

#### **d. Account Information**

We will provide you with daily transaction history via the Internet and the Online Banking service detailing items processed, return items, and deposit adjustments.

### **9. Security of Password or Access Code**

#### **a. Security**

The personal identification number, password or access code ("access code") that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized by you to sign on your accounts. If you permit other persons to use your access code or if you allow other online administrators or sub-users, you understand that person, administrator or sub-user may use the Online or Vibrant Mobile service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

#### **b. Authorization**

If you authorize anyone to use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

If you authorize the use of biometric login (for example, fingerprint or retinal scan) for Vibrant Mobile, the service may be accessed using any biometric login recognized by your wireless device, even if it is not your own. If you have permitted another person to use their own biometrics to authorize activity on your wireless device, their biometrics will also gain access to Vibrant Mobile if you have authorized biometric login.

### **10. Member Liability**

You are responsible for all transfers you authorize using the Online and Vibrant Mobile services under this Agreement. If you permit other persons to use your access code or if you allow other online administrators or sub-users, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down.

If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your account

without your permission, call: call: 800-323-5109, or write to us at: P.O. Box 1550, Moline, IL 61266.

### **11. Fees and Service Charges**

Currently there is no monthly service charge for the Online and Vibrant Mobile services. You agree to pay all fees and charges for deposit account services as set forth on "Our Rates and Service Charges." All fees and charges are subject to change by the Credit Union upon thirty (30) days written notice to Member.

### **12. Transaction Documentation**

Transfers and withdrawals transacted through the Online and Vibrant Mobile services will be recorded on your periodic statement by mail or electronically if you have requested an electronic statement. You will receive a statement monthly. You may request that your statement be provided electronically.

### **13. Account Information Disclosure**

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at: [www.vibrantcreditunion.org](http://www.vibrantcreditunion.org). However, we will disclose information to third parties about your account or the transfers you make in the following circumstances:

- As necessary to complete transfers;
- 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.
- To comply with government agency or court orders;
- If you give us your express permission.

### **14. Disclaimer of Warranties**

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

### **15. Our Liability for Failure to Make Transactions**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or loss, whether caused by the equipment, software, Credit Union, internet browsers, internet access providers, online service providers or by an agent or subcontractor for any of the foregoing. Nor shall we or our service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via Online Banking and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation

of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union and our service providers will not be liable for the following:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions
- If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working, and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond your control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Online service provider, any computer virus or problems related to software not provided by Credit Union.

We may establish other exceptions in addition to those listed above.

## 16. Our Limited Liabilities for Mobile Deposit

### a. Direct Damages

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

### b. Your Duty to Report Errors

You will notify the Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify the Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve the Credit Union of any liability for such error, omission, or discrepancy.

### c. The Credit Union's Performance

You acknowledge and agree that the Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by the Credit Union in performing the Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that the Credit

Union's systems and procedures established for providing the Service are commercially reasonable.

### d. Limitation of Liability

The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:

1. We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
2. The ownership of funds involving a transaction is in question;
3. We suspect a breach of the security procedures;
4. We suspect that your account has been used for illegal or fraudulent purposes; or
5. We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

The Credit Union will not be liable if Member fails to report timely any error or discrepancy reflected in an account statement prepared by the Credit Union, or if Member fails to report a breach of a security procedure. If the Credit Union fails to perform under this Agreement in accordance with the standards set herein, the Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

## 17. Termination of Online & Vibrant Mobile

You agree that we may terminate this Agreement and your Online and Vibrant Mobile services, if you, or any authorized user of your Online or Vibrant Mobile services or access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or access 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.

## 18. Notices

The Credit Union reserves the right to change the terms and conditions upon which this service is offered.

## 19. Enforcement

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Illinois as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Illinois law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.