

HENRICO FEDERAL CREDIT UNION

INTERNET BANKING SERVICES DISCLOSURE AGREEMENT

(Please read these Terms, Conditions, and Disclosures before using any of the Internet Banking Services provided by Henrico Federal Credit Union.)

1. GENERAL. This Internet Banking Services Disclosure Agreement ("Agreement") is the contract which covers your and our rights and responsibilities concerning the various Internet Banking Services offered to you by Henrico Federal Credit Union (the "Credit Union"), including the Internet Banking Service, Bill Pay Service, Mobile Banking Service, Mobile Deposit Service and E-Statement Service. The various Internet Banking Services (collectively called "Services") permits you to electronically initiate account transactions involving your accounts and communicate with the Credit Union using your personal computer and/or mobile device. These Services also allow you to have paper periodic deposit account statements and account disclosures (that would have normally been mailed to you) delivered electronically through our secure Internet Banking Services. Access to each or all of the Services outlined in this Agreement may require separate registration and permissions. They are not all inclusive and the Credit Union reserves the right to revoke access to any one or all of the Services described in this Agreement at any time without notice to you.

In this Agreement, the words "you", "your" and "yours" mean those who request and use the Internet Banking Services, any joint owners of accounts accessed under this Agreement, or any authorized users of these Services. The words "we", "us", and "our" mean the Credit Union. The word "account" means any one or more accounts you have with the Credit Union. By requesting and using any of the Internet Banking Services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any subsequent amendments.

2. COMPUTER EQUIPMENT AND SOFTWARE. You will need to have a personal computer or mobile device (in this Agreement, your computer and the related equipment are referred to together as your "Computer"), an Internet Service Provider and a web browser (such as Microsoft Internet Explorer 7.0 or higher or Firefox 3.0 or higher) to access the Services. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone company and/or Internet Service Provider.

The Credit Union does not make any warranties on equipment, hardware, or software, with respect to your Internet Service Provider, either expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. You are responsible for the installation, maintenance, and operations of your Computer, browser and the software.

The Credit Union is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. We are not responsible for any loss, damage or injury, whether caused by your equipment or software, the Services, or any technical or editorial errors contained in or omissions from any user guide related to the Services. We are also not responsible for any Computer virus or related problems that may be associated with the use of an online system. We will not be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software or the Services, except where the law requires a different standard. You agree to be bound by and to comply with any requirements or other instructions that we may provide to you in connection with the Services.

3. ACCOUNT ACCESS. If we approve your application for any of the Internet Banking Services, you may use your personal computer or mobile device to access your accounts. You must use your Login ID along with your password to access your accounts. Internet Banking Services are accessible seven (7) days a week and twenty-four (24) hours per day; however, you may experience short intervals of downtime due to system maintenance.

4. SECURITY OF ACCESS CODE. The personal identification number (PIN) or Password issued to you (or one that you may create) is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping of your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we reserve the right to terminate access to any one or all of the Internet Banking Services immediately.

5. DATA RECORDING. When you access any of the Internet Banking Services to conduct transactions, the information you enter may be recorded. By using the Services, you consent to such a recording.

6. STOP PAYMENT. You acknowledge and agree that you may not stop payment of account transfers initiated through your use of the Services.

7. ADDITIONAL SERVICES. We may introduce new Services or enhance the existing Services from time to time. We will notify you when these new or enhanced Services are available. By using these Services when they become available, you agree that they will be governed by this Agreement as well as any additional terms, conditions, and disclosures we may provide to you.

8. AMENDMENTS TO THIS AGREEMENT. We reserve the right to amend this Agreement and to change the terms and conditions governing our Internet Banking Services at any time subject to such notice as may be required by applicable law. Your use of the Services following receipt of any such notice will constitute your acceptance of any such change. Your use of the Internet Banking Services (including E-Statements) is subject to existing regulations governing your accounts and any future changes to those regulations.

9. SERVICE LIMITATIONS. Transactions involving your deposit accounts will be subject to the terms of your account agreement. Transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable. You may use the Internet Banking Services to (a) transfer funds between your accounts; (b) obtain account balances; and (c) obtain history and transaction information on your accounts. These features are limited to the extent, and subject to the terms, noted below. We may set other limits on the amount of any transaction, and you will be notified of those limits.

The following limitations on Internet Banking Services transactions may apply:

- **Transfers.** Your ability to transfer funds between certain accounts is limited by federal law and your account agreements. You should refer to the *Membership and Account Agreement* for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Internet Banking Services are counted against your permissible number of transfers described in the *Membership and Account Agreement*. 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.
- **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our *Funds Availability Policy Disclosure*.
- **E-Mail.** The Credit Union may not immediately receive E-Mail communications that you send and the Credit Union will not take action based on E-Mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction, you may call the Credit Union during normal business hours at the telephone number set forth in the "How to Contact Us" section located at the end of this Agreement.

Refer to your *Membership and Account Agreement*, *Funds Availability Policy Disclosure*, *Electronic Fund Transfers Agreement and Disclosure* and *Rate & Fee Schedules* for further details.

10. BILL PAY SERVICE. Use of the Bill Pay Service is subject to approval by the Credit Union. If you are approved for Bill Pay Service, you agree that your use of the Bill Pay Service is subject to the following terms, conditions and disclosures. By accessing or using the Bill Pay Service, you agree to be bound by the terms and conditions below. Please read this section carefully before accessing or using the Bill Pay Service.

a. Definitions.

- 1) "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.
- 2) "Payment Instruction" is the information provided by you to the Bill Pay 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).
- 3) "Payment Account" is the checking account from which bill payments will be debited.
- 4) "Billing Account" is the checking account from which all Bill Pay Service fees will be automatically debited.
- 5) "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

- 6) "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
 - 7) "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
 - 8) "Scheduled Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.
- b. Payment Account.** When you register for the Bill Pay Service, you will need to designate a Payment Account (such as a personal checking account) with us as your Bill Payment Account.
- c. Payment Scheduling.** 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.
- d. The Service Guarantee.** Due to circumstances beyond the control of the Credit Union, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Credit Union will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this section of the Agreement.
- e. Payment Authorization and Payment Remittance.** By providing the Bill Pay Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Pay Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives. When the Bill Pay Service receives a Payment Instruction, you authorize the Bill Pay Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Bill Pay Service to credit your Payment Account for payments returned to the Bill Pay Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

The Credit Union will use its best efforts to make all your payments properly. However, the Credit Union shall incur no liability and any Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- 1) If, through no fault of the Bill Pay Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- 2) The payment processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction;
- 3) You have not provided the Bill Pay Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or
- 4) Circumstances beyond the control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

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

- f. Payment Methods.** The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to the Credit Union for payment).
- g. Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. However, once the Bill Pay Service has begun processing a payment, it cannot be cancelled or edited – a stop payment request must be submitted instead.
- h. Stop Payment Requests.** The Bill Pay Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service 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 the Credit Union immediately. Although we will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the *Rate & Fee Schedule*.
- i. Prohibited Payments.** Payments to Billers outside of the United States or its territories are prohibited through the Bill Pay Service. You may also not schedule Payments to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Service, you represent and warrant that you are not on any such list. You also agree that you will not use the Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.
- j. Exception Payments.** Tax payments and court ordered payments may be scheduled through the Bill Pay Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Pay Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Bill Pay Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Service.
- k. Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:
- 1) Information Provided to the Biller – The Bill Pay Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting 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. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about service and/or bill information.
 - 2) Activation – Upon activation of the electronic bill feature, the Bill Pay Service may 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. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the 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.
 - 3) Authorization to Obtain Bill Data – Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. 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.
 - 4) Notification – The Bill Pay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Service 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 logon to the 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.

- 5) Cancellation of Electronic Bill Notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also 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. The Bill Pay Service 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. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- 6) Non-Delivery of Electronic Bill(s) – You agree to hold the Bill Pay Service 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.
- 7) Accuracy and Dispute of Electronic Bill – The Bill Pay Service is not responsible for the accuracy of your electronic bill(s). The Service is 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 addressed with the Biller directly. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

i. Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- 1) Where it is necessary for completing transactions;
- 2) Where it is necessary for activating additional services;
- 3) In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- 4) To a consumer reporting agency for research purposes only;
- 5) In order to comply with a governmental agency or court orders; or
- 6) If you give us your written permission.

m. Service Fees and Additional Charges. Any applicable fees will be charged regardless of whether the Bill Pay Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Bill Pay Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. Refer to your *Electronic Fund Transfers Agreement and Disclosure* and the *Rate & Fee Schedule* for further details.

n. Failed or Returned Transactions. In using the Bill Pay Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Bill Pay Service. In such case, you agree that:

- 1) You will reimburse the Credit Union immediately upon demand the transaction amount that has been returned to the Bill Pay Service;
- 2) For any amount not reimbursed to the Credit Union within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- 3) You will reimburse the Credit Union for any fees imposed by your financial institution as a result of the return;

- 4) You will reimburse the Credit Union for any fees it incurs in attempting to collect the amount of the return from you; and
 - 5) The Bill Pay Service is authorized to report the facts concerning the return to any credit reporting agency.
- o. Alterations and Amendments.** This Agreement, applicable fees and service charges may be altered or amended by the Credit Union from time to time. In such event, the Credit Union shall provide notice to you. Any use of the Service after the Credit Union provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Bill Pay Service's more recent revisions and updates. In addition, as part of the Bill Pay Service, you agree to receive all legally required notifications via electronic means.
 - p. Address or Banking Changes.** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting the Credit Union. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Credit Union is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.
 - q. Service Termination, Cancellation or Suspension.** In the event you wish to cancel the Bill Pay Service, you may have the ability to do so through the product, or you may contact the Credit Union. Any payment(s) the Bill Pay Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Bill Pay Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.
 - r. Biller Limitation.** The Bill Pay Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.
 - s. Returned Payments.** In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number not valid; Biller is unable to locate account; or Biller account paid in full. The Bill Pay Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Bill Pay Service.
 - t. Information Authorization.** Your enrollment in the Bill Pay Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Bill Pay Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Bill Pay Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Bill Pay Service reserves 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).
 - u. Disputes.** In the event of a dispute regarding the Bill Pay Service, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Bill Pay Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bill Pay Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Bill Pay Service or Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail.

11. MOBILE BANKING SERVICE. Use of the Mobile Banking Service is subject to approval by the Credit Union. If you are approved for the Mobile Banking Service, you agree that your use of the Mobile Banking Service is subject to the following terms, conditions and disclosures. By accessing or using the Mobile Banking Service, you agree to be bound by the terms and conditions below. Please read this section carefully before accessing or using the Mobile Banking Service.

- a. **General.** Access to the Mobile Banking Service via your mobile device is powered by the proprietary mobile technology solution owned by FIS Mobile, Inc. (the "Licensor"). The Licensor is not the provider of any of the services available to you through the Software (defined in this section), and the Licensor is not responsible for any of the materials, information, products or services made available to you through the Software. Such materials, information, products and services are made available to you by your Service Provider.
- b. **Ownership.** You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the terms of this Agreement.
- c. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your Service Provider's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
- d. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
- e. **Updates.** The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.
- f. **Text Messages.** Text messaging services are provided by your Service Provider and not by any other third party. You and your Service Provider are solely responsible for the content transmitted through text messages sent between you and your Service Provider. You must provide source indication in any text messages you send (e.g. mobile telephone number, From field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.
- g. **Consent to Use of Data.** You agree that the Licensor may collect and use technical data and related information, including, but not limited to, technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.
- h. **U.S. Government Restricted Rights.** The Product is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS [227.7202](#) (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the U.S., its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

12. MOBILE DEPOSIT SERVICE. Use of the Mobile Deposit Service is subject to approval by the Credit Union. If you are approved for the Mobile Deposit Service, you agree that your use of the Mobile Deposit Service is subject to the following terms, conditions and disclosures. By accessing or using the Mobile Deposit Service, you agree to be bound by the terms and conditions below. Please read this section carefully before accessing or using the Mobile Deposit Service.

- a. **Description of Application.** (i) The Mobile Deposit Service is a personal financial information management service that allows you to transmit and deposit checks through use of the application provided by us using compatible and supported mobile phones and/or other compatible and supported wireless devices or network devices under your control. (ii) We reserve the right to modify the scope of the Mobile Deposit Service at any time. We reserve the right to refuse to make any transaction you request through the Service. You agree and understand that the Service may not be accessible or may have limited utility over some networks, such as while roaming.

- b. License and Restrictions.** (i) Subject to the terms of this Agreement, we hereby grant you a limited, personal, revocable, nonexclusive, nonsublicensable, nonassignable, nontransferable, nonresellable license and right to use the Application for the sole purpose of your use of the Mobile Deposit Service. (ii) You acknowledge and agree that any and all intellectual property rights (the "IP Rights") in the Service and the Application are and shall remain the exclusive property of us. Nothing in this Agreement intends to or shall transfer any IP Rights, or to vest any IP Rights in, to you. You are only entitled to the limited use of the rights granted to you in this Agreement. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. You acknowledge and understand that all title and rights in and to any third party content that is not contained in the Service and Application, but may be accessed through the Service, is the property of the respective content owners and may be protected by applicable patent, copyright, or other intellectual property laws and treaties. (iii) You agree not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Application or Service or any part thereof without our prior written consent. (iv) You agree not to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Application, the Service, or any part thereof. You agree not to intercept, capture, emulate, or redirect the communications protocols used by us for any purpose, including without limitation causing the Service or Application to connect to any computer server or other device not authorized by us. (v) We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades to the Service or Application. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Application. You also agree that you may have to enter into a renewed version of this Agreement if you want to download, install or use a new version of the Service or Application. (vi) We have no obligation whatsoever to furnish any maintenance and support services with respect to the Service or Application, and any such maintenance and support services provided will be provided at our discretion. (vii) You grant to us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Application by you, including your location, device-based location information, account numbers, name, date, account amount, and endorsements solely for the purpose of providing the Service. This license shall survive termination of this Agreement for such period as necessary for us to provide the Service, comply with the law, or comply with internal guidelines or procedures.
- c. Compliance and Indemnification.** You agree to use the Mobile Deposit Service for lawful purposes only and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules and regulations. You agree to defend, indemnify and hold us harmless, along with our directors, officers, employees, shareholders, agents or any of our third party service providers, from and against all liabilities, losses, costs, expenses (including reasonable attorney fees), and damages resulting from (1) any negligent acts, omissions or willful misconduct by you; (2) your use of the Service and Application; (3) any breach of this Agreement by you; and/or (4) your violation of any law or of any rights of any non-party. The provisions of this section are for the benefit of us and our officers, directors, employees, shareholders, agents, and licensors. Each of these individuals or entities expressly retains the right to assert and enforce those provisions directly against you on its own behalf.
- d. Warranties and Representations.** You make the following warranties and representations with respect to each image of an original check you transmit utilizing the Application:
- 1) You will use Mobile Deposit only to transmit eligible checks.
 - 2) Any image of a check that you transmit using the Application must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements.
 - 3) Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
 - 4) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate. Check images will meet quality standards.
 - 5) You will not use Mobile Deposit to transmit duplicate items.
 - 6) You will not deposit, re-present or otherwise endorse to a third party the original item once it has been submitted for deposit via Mobile Deposit.

- 7) Other than the digital image of an original check that you remotely deposit through the Application, there are no other duplicate images of the original check.
 - 8) You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
 - 9) You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
 - 10) All information you provide to the Credit Union remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
 - 11) You have not knowingly failed to communicate any material information to us.
 - 12) You have possession of each original check deposited using the Application and no one will submit, or has submitted, the original check for payment.
 - 13) Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
 - 14) In the event that you believe there has been an error with respect to any original check or image thereof transmitted for deposit, you will immediately contact us regarding such error.
- e. Rules, Laws and Regulations.** You agree to abide by and comply with all local, state, and federal rules, laws and regulations.
- f. Service and Funds Availability.** Once approved for the Mobile Deposit Service, you may use the Service to deposit checks into your account(s) with the Credit Union, subject to the terms of this Agreement. The services are subject to transaction limitations, the *Funds Availability Policy Disclosure*, and the *Membership & Account Agreement* which govern the use of your account. We are notifying you in advance that deposits made by the Mobile Deposit Service are not subject to the funds availability requirements under Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply. Funds from any check deposited via Mobile Deposit will be available to you after final collection from the institution on which it is drawn. We may make funds available sooner depending on factors we, at our sole discretion, deem relevant, including, but not limited to, your account history with the Credit Union and your creditworthiness.
- You may make check deposits, up to \$1,000 daily (five aggregate items maximum) or \$2,500 in a rolling 25-business day period (15 aggregate items maximum) to your Credit Union savings and/or checking accounts.
- g. Returned Deposits.** Any credit to your account using Mobile Deposit is provisional. In the event any item that you transmit for mobile deposit that is credited to your account is dishonored, rejected or otherwise returned as unpaid for any reason, you authorize us to debit the amount of such item from your account. You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely. We may also provisionally freeze or hold aside a like dollar amount in the applicable account pending investigation and resolution of the claim.
- h. Member Eligibility.** You understand that you must be a Credit Union member in good standing, and meet other pre-determined qualifying factors to qualify for the Service, such as have a membership account opened for 30 days or more, have a current address on file and also use the Credit Union's Internet Banking and Mobile Banking Services. You will not be eligible for this Service if you have a delinquent loan or more than (or equal to) 6 insufficient funds (NSFs) in a calendar year. You agree to notify us immediately if you change your email address, as this is the email address where we will send receipt notifications. Eligibility for the Mobile Deposit Service will be determined daily.
- i. Access.** To use the Mobile Deposit Service, you must have a compatible mobile device (such as an Android or Apple device) capable of capturing an image of the front and back of each check to be deposited and access to telecommunication services necessary for the Service. Application upgrades may be required from time-to-time for continued use of the Service.

- j. Equipment or System Failure.** The Credit Union is not responsible for any technical difficulties you experience when attempting to use Mobile Deposit. You agree and understand that Mobile Deposit may at times be temporarily unavailable due to system maintenance and technical difficulties including those of the Internet. In the event that Mobile Deposit is not available, you acknowledge that you can deposit an original check at one of our Credit Union branch locations, a shared branch location (if enrolled), or by mailing the original check to the Credit Union. It is your sole responsibility to verify that items deposited using Mobile Deposit have been received and accepted for deposit.
- k. Hours of Access.** Services are available 24 hours per day, 7 days per week, although some or all services may not be available occasionally due to emergency or scheduled system maintenance. Processing of transactions may be limited based on our normal hours of operation, or those of third party financial service organizations involved in a transaction. Transmission deadlines and funds availability terms and conditions apply.
- l. Authorized Users.** The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the Service using valid member and user login IDs and passwords, including such persons who may not be signers on member's account. Except as otherwise provided by law, you will indemnify the Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Service. You agree to provide each authorized user a copy of these terms in connection with their use of the Service. The Credit Union may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on your account at our discretion. We may deny your access to the Service without prior notice if we are unable to confirm any person's authority to access the Service or if we believe such action is necessary for security reasons.
- m. Use of the Mobile Deposit Service.** As a condition to using the Service, you agree that you are solely responsible for the use of the Service and that you will use the Service in accordance with this Agreement. You agree not to attempt to circumvent the security features of the Service or the system or make any improper or unauthorized transfer of funds from accounts via the Service or the system. You agree that you are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of the system and the Service as well as accessing or using the system or the Service in any other unauthorized manner. You agree to be liable to the Credit Union and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the services or the system by you or your authorized users.

You are prohibited from using the Service for any activity that:

- 1) Would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations;
 - 2) Knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); or
 - 3) Directly or indirectly related to the use of the Service that is illegal or fraudulent.
- n. Check Retention Period.** When you make a successful mobile deposit, you will be notified by an Application message and subsequent email notification. You agree that you will preserve the originals of all checks processed through the Service pursuant to this Agreement for fifteen (15) calendar days after the day of deposit ("Retention Period"). After you receive a "Deposit Approved Notification" message, write "HFCU Mobile Deposit" on the front of the original check. After 15 calendar days, you may shred or otherwise destroy the original check. You will be fully responsible for the proper destruction of the original check after the retention period has expired. The risk of loss due to the unavailability of the original or copy of a check for any reason during the retention period shall be exclusively on the member.
- o. Member Representations and Warranties.** You represent and warrant that all checks transmitted through the use of the Service are made payable to you, all signatures and endorsements on each check are authentic and authorized, and each check has not been altered. You agree that you will not deposit checks that you suspect (or should have known to suspect) would not be paid by the institution on which it is drawn.

Only the following items are eligible for remote deposit: (1) checks drawn on U.S. financial institutions in U.S. dollars, (2) checks drawn on the United States Treasury, or (3) checks drawn on any state or local government of the United States.

- p. Prohibited Checks.** You agree that checks deposited through the use of the Service will **not**:
- be payable to any person or entity other than you;
 - be payable in currency other than U.S. dollars;
 - be prohibited by, or received in violation of, any law, rule or regulation;
 - be by someone who is listed on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List;
 - be known or suspected (or should have known or suspected) as fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
 - have been previously cashed or deposited;
 - have been previously converted to a substitute check as defined in the Expedited Funds Availability Act;
 - have been remotely created;
 - be post-dated or more than six (6) months old;
 - be payable to cash;
 - be a check drawn from your own checking account at the Credit Union;
 - be irregular in any way; or
 - be drawn on financial institutions that are located outside the U.S.
- q. Endorsement of Checks.** You agree to properly endorse each check prior to submitting such check through the use of the Service. Checks must be payable to you and endorsed by you with the restrictive legend, "Mobile Deposit Only to XXXXX on mm/dd/yy," (where XXXXX represents your member number and account suffix, i.e. 12345 S1, and mm/dd/yy is the date of your deposit).
- r. Adjustments.** The check image transmitted via Mobile Deposit must be legible and compliant with requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association. Any image of a check that you transmit using the Service must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements. We reserve the right to adjust your deposit after you have submitted it for processing. Adjustments are to correct mistakes in the value of items deposited, mistakes in encoding, or for missing or illegible image items.
- s. Verification of Checks.** Items deposited using the Mobile Deposit Service are subject to our verification and final inspection process; however, we are under no obligation to inspect or verify any image item to determine accuracy, legibility or quality of the image item, or for any other purpose. We may, at our sole discretion, refuse to accept any item presented for deposit. We may notify you if we do this; however, we will have no liability to you for declining to accept items presented for deposit.
- t. Periodic Statement.** We will send you a periodic statement reflecting the activity on your account. It is your responsibility to exercise reasonable care and promptness in the examination of the statement to discover any errors, unauthorized transactions or alterations on any items deposited to your account. You agree to notify us of any errors with respect to mobile deposits within 30 days after we send you the first periodic statement on which they appear. We will review your claim and correct any error on our part. We will not, however, be responsible for errors asserted more than 30 days after we send you the periodic statement on which they appear.
- u. Suspension of Service.** We may immediately suspend Service or the processing of any check if we have reason to believe that there has been a breach in the security of the Service or system, fraud involving your account(s) or check(s), or any uncertainty as to the authorization or accuracy of check images.
- v. Termination.** We may terminate or change the terms of the Mobile Deposit Service at any time, including but not limited to the categories of checks we will accept for deposit or endorsement requirements, with or without notice to you.

This Agreement and your use of the Service and Application may be immediately terminated if you use of the Application in a manner that violates any term of this Agreement or any other applicable agreement between you and us. Upon termination of this Agreement you: (a) acknowledge and agree that all licenses and rights to use the Service and Application shall terminate; (b) will cease any and all use of the Application; and (c) will remove the Application from all computing devices, hard drives, networks, and other storage media in your possession or under your control.

We may hold and use funds in any deposit account of yours following termination of this Agreement and the Service for such time as we reasonably determine to be necessary for us to be assured that no check image

processed by us prior to termination may be returned, charged back, or otherwise become a source or cause for any loss, liability, cost, exposure or other action for which the Credit Union may be responsible, with such right being in addition to any other rights we may have with respect to your accounts. Without limitation, you recognize that under the UCC, Regulation CC and the rules of any image exchange network, our representations and warranties to others with regards to image items and substitute checks may expose the Credit Union to claims for several years following processing of any particular image item or substitute check.

- w. Confidentiality.** You acknowledge that we will disclose information to third parties about your account or the image items you deposit (a) to enable your access to the Service, (b) when it is necessary for completing deposits, and (c) as required by law.
- x. Governing Law.** This Agreement shall be construed in accordance with Virginia law and the laws of the United States of America. The Credit Union and you agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this agreement, will exclusively be in the state or federal courts located in Henrico County, Virginia.
- y. Severability.** If any provision of this agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.
- z. Acceptance.** Your use of the Services constitutes your acceptance of this Agreement. The Credit Union reserves the right to change the terms for the Services described in this Agreement with or without prior written notification to you, as allowed by law. Your continued use of the Services will indicate your acceptance of the revised Agreement.
- aa. Legal Compliance and Export Restrictions.** (a) You represent and warrant that: (1) 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 (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Service and Application may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable U.S. and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.
- bb. Warranty Disclaimer.** (a) THE CREDIT UNION CANNOT FORESEE OR ANTICIPATE ALL TECHNICAL OR OTHER DIFFICULTIES RELATED TO THE APPLICATION OR SERVICES. THESE DIFFICULTIES MAY RESULT IN LOSS OF DATA, PERSONALIZATION SETTINGS OR OTHER APPLICATION INTERRUPTIONS. WE ASSUME NO RESPONSIBILITY FOR ANY DISCLOSURE OF ACCOUNT INFORMATION TO NON-PARTIES, THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS IN CONNECTION WITH YOUR USE OF THE APPLICATION. (b) WE ASSUME NO RESPONSIBILITY FOR THE OPERATION, SECURITY, FUNCTIONALITY OR AVAILABILITY OF ANY COMPUTING DEVICE OR NETWORK, WHICH YOU UTILIZE TO ACCESS THE APPLICATION OR USE SERVICE. (c) YOU AGREE TO EXERCISE CAUTION WHEN UTILIZING THE APPLICATION ON YOUR COMPUTING DEVICE AND TO USE GOOD JUDGMENT AND DISCRETION WHEN OBTAINING OR TRANSMITTING INFORMATION. (d) THE SERVICES AND APPLICATION PROVIDED HEREUNDER IS PROVIDED "AS IS," WITH ALL WARRANTIES DISCLAIMED, INCLUDING, ALL EXPRESS OR IMPLIED WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY SIMILAR WARRANTY WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. THERE IS NO REPRESENTATIONS OR WARRANTIES THAT THE SOFTWARE IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES AND LICENSED APPLICATION SHALL BE BORNE SOLELY BY YOU. (e) THERE IS NO WARRANTY THAT THE SERVICES AND APPLICATION WILL MEET YOUR REQUIREMENTS, THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR THAT ANY DEFECTS IN THE SERVICES AND APPLICATION WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICE AND APPLICATION ARE AT YOUR SOLE RISK AND DISCRETION AND WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO FOLLOW PROPER BACKUP PROCEDURES TO PROTECT AGAINST LOSS OR ERROR RESULTING FROM USE OF THE SERVICES AND LICENSED APPLICATION. (f) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. (g) SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

cc. Limitation of Liability. (a) IN NO EVENT SHALL THE CREDIT UNION BE LIABLE TO YOU FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC (INCLUDING, BUT NOT LIMITED TO LOST REVENUES OR LOST PROFITS) OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY. OUR TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY TO THE GREATER OF FIVE HUNDRED DOLLARS OR THE TOTAL AMOUNT PAID, IF ANY, BY YOU FOR THE LICENSED APPLICATION AND ANY MONTHLY FEES CHARGED TO YOU DURING THE ONE (1) MONTH IMMEDIATELY PRIOR TO THE DATE THAT THE EVENTS GIVING RISE TO THE ACTION OR CLAIM FIRST OCCURRED. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

dd. General Information. (a) If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties original intent, and the remaining portions shall remain in full force and effect. (b) The failure of us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. (c) You agree not to transfer or assign this Agreement or any of your rights under this Agreement. Any purported transfer or assignment by you in violation of this section is void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives. (d) The provisions of this Agreement relating to intellectual property ownership, restrictions on use, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this Agreement for any reason. (e) The section titles in this Agreement are for convenience only and have no legal or contractual effect.

13. E-STATEMENT SERVICE. The E-Statement Service is an online e-statement viewing product provided by the Credit Union and its Licensor, DigitalMailer, Inc. Use of the E-Statement Service is subject to approval by the Credit Union. If you are approved for the E-Statement Service, you agree that your use of the Service is subject to the following terms, conditions and disclosures. By accessing or using the E-Statement Service, you agree to be bound by the terms and conditions below. Please read this section carefully before accessing or using the E-Statement Service.

a. Electronic Delivery. When you register for the E-Statement Service, you authorize us, at our discretion, to electronically deliver your account statements and important disclosures and notices about your accounts at the Credit Union, including those that we are required to provide you under all applicable federal and state laws where electronic delivery is permitted now or in the future. This may include, but may not be limited to the following:

- Your periodic account statements;
- Disclosures regarding your account;
- Notices regarding changes to your account;
- Amendments to any agreements and/or disclosures governing your account; or
- Tax Forms.

b. E-Statement Access. E-Statements will begin with the first statement generated after your successful registry for the Service, if you register by the day before the last business day of the month. Your E-statements will be made available through the Internet Banking Service generally by the 5th of each month reflecting the previous months account activity. We will send you an email notifying you that your E-Statement is available. Your E-Statements may then be accessed by clicking on the "E-Statements" tab located on the Internet Banking main menu bar.

c. E-Statement Availability. E-Statements will remain available for 6 months or longer from the date it is posted. Electronic disclosures and E-Statements may be printed or downloaded into software accommodating a text-based file for permanent retention. Paper copies of disclosures or E-Statements are available upon request (fee may apply as disclosed in our *Rate & Fee Schedule*) by contacting the Credit Union at the phone number or address listed in the "How to Contact Us" section located at the end of this Agreement.

- d. Charges.** You will not be charged by the Credit Union for receiving an E-Statement. As part of the Service, the Credit Union will provide a history of prior month's statements for you to review and print as needed. There may be a charge for additional transactions, including a request for a paper copy of your statement from the Credit Union, and other optional services. See the *Rate & Fee Schedule* for details.
- e. Termination of E-Statements.** You have the right to withdraw your election to receive electronic statements and disclosures at any time. To discontinue receiving your account statements or disclosures electronically and request that they be instead sent to you in paper form by mail, contact the Credit Union at the phone number set forth in the "How to Contact Us" section located at the end of this Agreement.
- f. Limitation of Liability.** We will use our best efforts to deliver your electronic disclosures and E-Statements, should you register for the E-Statement Service, in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your disclosures or E-Statements because of the existence of any one or more of the following circumstances:
- 1) Our Website or Internet Banking Service is not working properly and you know or have been advised by us of the malfunction; or
 - 2) Your equipment was not working properly; or
 - 3) Internet service is interrupted due to traffic or other disruptions; or
 - 4) Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.

You agree not to alter or use the disclosures or E-Statements for any unauthorized, fraudulent or other illegal purpose.

14. ELECTRONIC COMMUNICATION. You expressly agree that we may send any required disclosures or information to you by electronic communication. The term "electronic communication" means a message transmitted electronically in a format that allows visual text to be displayed on electronic equipment such as a personal computer monitor or mobile device.

15. TERMINATION OF INTERNET BANKING SERVICES. You agree that we may terminate this Agreement and your use of any of the Services described herein if you or any authorized user of your account or your password fail to comply with the terms and conditions set forth in this Agreement, or in any other Agreement you have with us, or if we have reason to believe that there has been or may be any unauthorized use of your account or your password. You or any other party to your account can terminate this Agreement and the Services by notifying us in writing. Termination will be effective on the first business day following our receipt of your written notice. However, termination of this Agreement or the Services will not affect the rights and obligations of the parties to this Agreement for transactions initiated prior to termination. Notwithstanding your termination of this Agreement or the Services, you will remain responsible for any transactions initiated by any person to whom you have furnished your password.

16. LIABILITY FOR UNAUTHORIZED ACCESS. You are responsible for all transactions you authorize under this Agreement. If you permit other persons to use the Internet Banking Services or your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your password or accessed your accounts through any one of the Internet Banking Services without your authorization. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose not more than fifty dollars (\$50.00) if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00). If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

a. Responsibility to Notify Us

You must promptly review your electronic disclosures, E-Statements and any accompanying items. Notify us immediately in writing, call us or email us (see "How to Contact Us"), of any suspected error, alteration or other irregularity with or unauthorized access to your account(s). Also notify us immediately if you do not receive or are unable to view or print your disclosures or E-Statement.

If you believe that someone has used your access code or has transferred or may transfer money from your account without your permission, contact us immediately.

Please inform us promptly in writing of any changes to your member information needed for us to contact you. Be sure to include your signature and a phone number where you can be reached in case of questions in the request. You can either fax the changes or mail to the address listed below.

b. How to Contact Us

- In writing: **Henrico Federal Credit Union**
9401 West Broad St
Henrico, VA 23294-5331
- By phone: **(804) 266-0290**
- E-mail: **MemberServices@HenricoFCU.org**
- By Fax: **(804) 545-7828**

17. BUSINESS DAYS. Our business days are Monday through Friday. Federal Reserve holidays are not included.

18. FEES AND CHARGES. There are certain charges for Internet Banking Services as set forth in the *Electronic Fund Transfers Agreement and Disclosure* and *Rate & Fee Schedule*. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.

19. PERIODIC STATEMENTS. Transfers, withdrawals, and bill payments transacted through Internet Banking Services will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

20. ACCOUNT INFORMATION DISCLOSURE. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers and bill payments;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; and
- If you give us your written permission.

21. FINANCIAL INSTITUTIONS LIABILITY FOR FAILURE TO MAKE TRANSFERS. If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, the Credit Union will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, Internet Access, or Credit Union user instructions for making transfer and bill payment transactions.
- If your Computer fails or malfunctions or the Internet Banking Service was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent us from 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 or bill payment.
- If the error was caused by a system beyond the Credit Union's control, such as your Internet Service Provider.
- If there are other exceptions as established by the Credit Union from time to time.

22. BILLING ERRORS. In case of errors or questions about your Internet Banking transactions, telephone us at the phone number, or write to us at the address set forth above in the "How to Contact Us" section as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. *(If the error is related to a Mobile Deposit transaction, refer to Mobile Deposit Service section for details. You only have thirty (30) days after we sent the first statement on which the problem appears to report a Mobile Deposit Service error. The rest of this section does not apply to Mobile Deposit transactions.)*

- Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

In case of errors or inquiries about your statement of Loan Account, the Federal Truth in Lending Act requires prompt correction of mistakes on your open-end loan statement.

- 1) If you want to preserve your rights under the Act, here's what to do if you think your statement of loan account is wrong or if you need more information about an item:

Write on the statement of account or other sheet of paper (you may telephone your inquiry but doing so will not preserve your rights under this law) the following:

- Your name and account number.
- A description of the error and explanation (to the extent you can explain) why you believe it is an error.
- The dollar amount of the suspected error.
- Any information (such as your address) which you think will help the Credit Union to identify you or the reason for your complaint or inquiry.

Send your notice of statement error to the address listed under the "How to Contact Us" section above. Mail it as soon as you can, but in any case, early enough to reach the Credit Union within 60 days after you received your paper statement (if it was mailed to you) or the electronic notification that your E-Statement was ready (if you are enrolled in the E-Statement Service).

- 2) The Credit Union must acknowledge all letters pointing out possible errors within 30 days of receipt, unless the Credit Union was able to correct your statement during that 30 days. Within 90 days after receiving your letter, the Credit Union must either correct the error or explain why the Credit Union believes that statement was correct. Once the Credit Union has explained the statement, the Credit Union has no further obligation to you even though you still believe that there is an error, except as provided in paragraph 5 below.
- 3) After the Credit Union has been notified, neither the Credit Union nor an attorney nor a collection agency may send you collection letters or take other collection action with respect to the amount in dispute, but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until the Credit Union has answered your inquiry. However, you remain obligated to pay the parts of your outstanding balance not in dispute.
- 4) If it is determined that the Credit Union has made a mistake on your statement, you will not have to pay any finance charges on any disputed amount. If it turns out that the Credit Union has not made an error, you will have to pay finance charges on the amount in dispute, and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your statement was correct, the Credit Union must send you a written notification of what you owe.
- 5) If the Credit Union's explanation does not satisfy you and you notify the Credit Union within 10 days after you receive its explanation that you still refuse to pay the disputed amount, the Credit Union may report you to credit bureaus and other creditors and may pursue regular collection procedures. But the Credit Union must also report that you think you do not owe the money, and the Credit Union must let you know to whom such reports were made. Once the matter has been settled between you and the Credit Union, the Credit Union must notify those whom the Credit Union reported you to as delinquent of the subsequent resolution.
- 6) If the Credit Union does not follow the rules, the Credit Union is not allowed to collect the first \$50 of the disputed amount and finance charges, even if the statement turns out to be correct.

23. ASSIGNMENT. You may not assign this Agreement to any other party. The Credit Union, however, may assign this Agreement to any 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.

24. NO WAIVER. The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Credit Union. No delay or omission on the part of the Credit Union 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.

25. CAPTIONS. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

26. DISCLAIMER OF WARRANTIES. You agree that your use of the Internet Banking Services and all Software, information and content (including that of our third parties) is at your own risk and is provided on an 'as is' and 'as available' basis. We disclaim all warranties of any kind as to the use of the Services, whether expressed or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or noninfringement.

We make no warranty that the Services will meet your requirements, that the Services will be uninterrupted, timely, secure or error-free, that the results that may be obtained from the Services will be accurate or reliable, or that errors in the Services or technology will be corrected. You are solely responsible for any damage resulting from their use. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations may not apply to you.

27. LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, you agree that in no event will we (including that of our third parties) be liable for any direct, indirect, general, incidental, special, consequential or exemplary damages, and regardless of the legal or equitable theory, arising out of the use or inability to use the Services, including but not limited to damages for lost profits, goodwill, use, data or other losses resulting from the use of the Services, inability to use the Services, or termination of the Services, incurred by you and any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if the Credit Union has been informed of the possibility thereof.

In any case, the liability arising out of the use or inability to use the Services shall not exceed the aggregate sum of the fees paid by you for the Services. Some jurisdictions do not allow the limitation or exclusion of liability for certain types of

damages, so some of the above limitations may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.

The foregoing shall constitute the Credit Union's entire liability and your exclusive remedy hereunder.

28. RESTRICTIONS. You may not use the Internet Banking Services (or Software) except as authorized by United States law and the laws of the jurisdiction in which the Services was obtained. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Services for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

29. MISCELLANEOUS. We can change the terms of this Agreement with or without notice to you. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between you and the Credit Union concerning the subject matter hereof.

If you become indebted to the Credit Union by your use of the Internet Banking Services, you agree that we can recover costs we incur in collecting what you owe, including attorney's fees and costs in addition to any other remedies the court finds proper.

All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Virginia and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language.

30. ENFORCEMENT AND GOVERNING LAW. You agree to be liable to us for any liability, loss or expense as provided in this Agreement which we may incur as a result of any dispute involving your accounts or the Internet Banking Services. You authorize us to deduct such liability, loss or expense from your account without prior notice to you.

In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorneys fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Virginia, without regard to its conflicts of laws provisions, and by the bylaws of the Credit Union as they now exist or may be hereafter amended. You agree that if there is any inconsistency between the terms of this Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent that any such law, regulation or rule may be modified by agreement between us. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

You agree to accept this disclosure online rather than in paper form. We recommend you print the entire Agreement for your records. If you are unable to print this disclosure, you may contact the Credit Union to request that a paper disclosure be mailed to you.