

THIS AGREEMENT AND DISCLOSURE CONTAINS IMPORTANT INFORMATION ABOUT THE TERMS AND CONDITIONS FOR DIGITAL BANKING SERVICES. PLEASE READ THIS AGREEMENT AND DISCLOSURE CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

1. GENERAL. This Digital Banking Services Disclosure Agreement ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Digital Banking Services ("Services") offered to you by Henrico Federal Credit Union ("Credit Union"), including but not limited to, our Online Account Access Systems ("Digital Banking"), our Electronic Bill Payment System ("Bill Pay"), our Mobile Deposit Service ("Mobile Deposit"), and our E-Notification Service ("eDocuments"). The Digital Banking Services provides you the ability to view account balance(s), view transactions, initiate transactions, and communicate with the Credit Union using your personal computer and/or mobile device. 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 Digital 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 Services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any subsequent amendments.

2. RELATION TO OTHER AGREEMENTS. The terms and conditions of this Agreement are in addition to the terms and conditions of any and all other digital banking services agreements. This Agreement supplements and does not replace the *Agreements and Disclosures*.

3. 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"), internet access, a modern and up-to-date web browser to access the Services. You are responsible for any and all access or internet service fees that may be assessed by your phone 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 software.

The Credit Union is not responsible for any errors or failures from any malfunction of your Computer, the browser or 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.

4. ACCOUNT ACCESS. If we approve your application for any of the Services, you may use your Computer to access your account(s). You must use your Username along with your Password to access your account(s). Services are accessible seven (7) days a week, twenty-four (24) hours a day through the internet; however, you may experience short intervals of downtime due to system maintenance.

5. SECURITY CREDENTIALS. Your Security Credentials ("Credentials") give access to your account(s) through the Services. The Username and/or Password issued to you (or one that you may create) is for your security purposes. The Credentials are confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping of your Credentials. You agree not to disclose or otherwise make your Credentials available to anyone not authorized to access your accounts. If you authorize anyone to access your account(s) that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these Credentials and the Credit Union suffers a loss, we may terminate access to any one or all of the Services immediately.

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

7. ADDITIONAL SERVICES. We may introduce new Services or enhance the existing Services from time to time. We may 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 these Terms, Conditions, and Disclosures 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 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 Services 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 *Agreements and Disclosures*. Transactions involving a line of credit account will be subject to your *Loan Agreement and Disclosures*, as applicable. You may use the Services to (a) obtain account balances; (b) obtain history and transaction information; (c) transfer funds between your accounts; and (d) obtain loan account balance and history information. 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 may apply:

- a. **Transfers.** Your ability to transfer funds between certain accounts is limited by the *Agreements and Disclosures*. You should refer to the *Account Discloser Rate Supplement and Schedule of Fees and Charges* for service charges applicable for excessive withdrawals or transfers. 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 as determined by the *Overdraft Balance Calculation* as found in the *Agreements and Disclosures*, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
- b. **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our *Funds Availability Policy Disclosure* as found in the *Agreements and Disclosures*. See the *Overdraft Balance Calculation* of the *Agreements and Disclosures* document for more information on available funds.
- c. **E-Mail / Instant Message.** The Credit Union may not immediately receive E-Mail / Instant Message communications that you send and the

Credit Union will not take action based on E-Mail / Instant Message requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If your request needs immediate attention, contact 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.

10. DIGITAL BANKING. Use of Digital Banking is subject to approval by the Credit Union. If you are approved for Digital Banking, you agree that your use of Digital Banking is subject to the following terms, conditions and disclosures. By accessing or using Digital Banking, you agree to be bound by the terms and conditions below.

- a. **General.** Access to Digital Banking via your Computer is powered by the proprietary technology solution owned by Jack Henry & Associates, Inc. (the "Provider"). The Provider is not the provider of any of the services available to you through the Software (defined in this section), and the Provider 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 serviceprovider.
- b. **Ownership.** You acknowledge and agree that the Provider 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 Provider. 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. **Consent to Use of Data.** You agree that the Provider 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 Provider 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.
- g. **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 United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

11. BILL PAY. Use of Bill Pay is subject to approval by the Credit Union. If you are approved for Bill Pay, you agree that your use of Bill Pay is subject to the *Terms and Conditions of the Bill Payment Service*. By accessing or using Bill Pay, you agree to be bound by these terms and conditions.

12. MOBILE DEPOSIT. Use of Mobile Deposit is subject to approval by the Credit Union. If you are approved for Mobile Deposit, you agree that your use of Mobile Deposit is subject to the following terms, conditions and disclosures.

- a. Use of Mobile Deposit requires a 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.
- b. Mobile Deposit allows you to make check deposits, up to \$3,500 daily (5 aggregate items maximum) or \$10,000 (25 aggregate items maximum) in a rolling 30-calendar day period to your Credit Union savings and/or checking accounts from remote locations by capturing an image of both sides of checks and delivering the check images and associated deposit information to the Credit Union or its designated third party service provider.
- c. 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. 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, 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.
- d. Eligibility for the Mobile Deposit will be determined daily. To be eligible, you must meet all of the following qualifications:
 - 1) Credit Union membership for at least 30 days,
 - 2) Have a valid email address on file,
 - 3) Positive aggregate share balance,
 - 4) No delinquent loans (10 days or more past due), and
 - 5) No derogatory alerts on your account.
- e. You agree to use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules and regulations.
- f. You understand that deposits made via Mobile Deposit are not an *Electronic Fund Transfer* as defined in the Electronic Fund Transfer Act (15 U.S.C. § 1693 *et seq.*), *Regulation E* (12 CFR 1005 *et seq.*) or *Regulation CC* (12 CFR 229.1 *et seq.*).
- g. When you make a successful mobile deposit, you will be notified by an application message. You agree that once you have received confirmation

that we have successfully received your deposit, you will clearly mark "VOID" on the original check and retain for five business days. After the fifth business day, you may shred or otherwise destroy the original check.

- h.** You agree to defend, indemnify and hold the Credit Union or any of its third party service providers from any claims, damages, losses, liability or expenses to which we or our service providers may become subject as a result of an item you deposited via Mobile Deposit being presented for duplicate payment.
- i.** Only the following items are eligible for remote deposit: (1) checks drawn on United States financial institutions in United States dollars, (2) checks drawn on the United States Treasury, or (3) checks drawn on any state or local government of the United States.
- j.** You agree to properly endorse each check prior to submitting such check through the use of Mobile Deposit. Checks must be payable to you and endorsed by you with the restrictive legend, "Mobile Deposit Only to Henrico FCU XXXXX," (where XXXXX represents your deposit account number).
- k.** You agree not to attempt to use Mobile Deposit to deposit checks with any of the following characteristics:
 - 1) The check is not payable to you;
 - 2) There is an apparent alteration to the front of the check;
 - 3) You know or have reason to believe that the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
 - 4) The check payer (or payor) is 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;
 - 5) The check is payable in a currency other than U.S. dollars;
 - 6) The check has been previously converted to a substitute check as defined in the Expedited Funds Availability Act;
 - 7) The check has been remotely created;
 - 8) The date of issue of the check is more than 6 months prior to the attempted deposit date;
 - 9) You have any reason to believe that the check will not be paid by the institution on which it is drawn; or
 - 10) The check is from your checking account with the Credit Union.
- l.** 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 Mobile Deposit 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.
- m.** In the event any item that you transmit for remote deposit that is credited to your account is dishonored, 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.
- n.** We may terminate or change the terms of Mobile Deposit at any time, including but not limited to the categories of checks we will accept for deposit via Mobile Deposit or endorsement requirements, with or without notice to you.
- o.** We may, at our sole discretion, refuse to accept any item presented for deposit via Mobile 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 via Mobile Deposit.
- p.** You agree that items transmitted through Mobile Deposit are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. 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.
- q.** 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 periodic 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.
- r.** If we do not complete a transaction to your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will not be liable if an item is returned unpaid or if circumstances beyond our control (such as fire, flood or internet malfunctions) prevent the transaction from processing despite reasonable precautions that we have taken.
- s.** You agree not to copy, reproduce, distribute or create derivative works from the content of the Mobile Deposit or to reverse engineer or reverse compile any technology used to provide the Mobile Deposit. The Credit Union and our third party service providers, if any, retain all ownership and proprietary rights in the Services, associated content, technology and web sites.
- t.** You agree and warrant to the Credit Union that:
 - 1) You will use Mobile Deposit only to transmit eligible checks;
 - 2) 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;
 - 3) The amount, the payee, signature(s) and endorsement(s) on the original check are legible, genuine and accurate.
 - 4) 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 indorse to a third party the original item once it has been submitted for deposit via Mobile Deposit;
- 7) All information you provide to the Credit Union is accurate and correct;
- 8) 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 the Credit Union regarding such error; and
- 9) You will comply with this Agreement, all agreements you have with the Credit Union, and all applicable rules, laws and regulations.

13. E-DOCUMENTS. eDocuments refers to all electronic account statements, notices and disclosures provided to you by the Credit Union and its Licensor, Doxim, USA. Use of eDocuments is subject to electronic consent by you and approval by the Credit Union. If you are approved for eDocuments, you agree that your use of eDocuments is subject to the *Consent to Receive Electronic Statements, Notices and Disclosures*.

Note: Electronic communications can be intercepted by unauthorized recipients. By consenting to receive eDocuments, you further agree that to the extent permitted by law, the Credit Union cannot and will not be liable for any incidents or damages caused by an unauthorized recipient of these electronic communications sent by or received from you where such unauthorized receipt is beyond the control of the Credit Union.

14. TERMINATION OF DIGITAL 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 Credentials 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 Credentials. 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 Credentials.

15. LIABILITY FOR UNAUTHORIZED ACCESS. You are responsible for all transactions you authorize under this Agreement. If you permit other persons to use the Services or your Credentials, 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 Credentials or accessed your accounts through any one of the 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 statements, notices, disclosures, and any accompanying items. Notify us immediately 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 electronic statement.

If you believe that someone has used your credentials 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.

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**

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

17. FEES AND CHARGES. There may be fees and charges associated with the use of the Services as set forth in the *Agreement and Disclosure and Account Disclosure Rate Supplement & Schedule of Fees and Charges*. 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.

18. PERIODIC STATEMENTS. Transfers, withdrawals, and bill payments transacted through Digital Banking 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.

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

- As necessary to complete transfers and billpayments;
- 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.

20. 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 Digital 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.

21. BILLING ERRORS. In case of errors or questions about your Digital 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.

22. 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.

23. 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.

24. 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.

25. DISCLAIMER OF WARRANTIES. You agree that your use of the Digital 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.

26. 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.

27. RESTRICTIONS. You may not use the Digital 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.

28. 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 Digital 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.

29. 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 Digital 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 attorney's 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.