



**FIRST
COMMERCE**
CREDIT UNION

The Power of You.

Digital Banking Agreement and Disclosure Statement

This Agreement states the terms and conditions that apply when you open qualifying account(s) on the Internet, Internet-enabled qualifying account(s), access account information over the Internet, transfer funds between qualifying Internet-enabled accounts, and for all Digital Banking services, as defined below. These terms and conditions are in addition to those that apply to any Accounts you have with us, including, but not limited to, your Membership Account Agreement/Account Disclosures and/or Business Membership and Account Agreement or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this Agreement. To the extent any of these services are provided by third-party vendors, you agree to comply with all additional terms and conditions related to those services, as provided to you by the vendors.

I. General Terms and Conditions

Definitions

These definitions apply to this entire Agreement. Any definitions in relation to a specific section of this Agreement will be specifically defined in such section and only apply to such section. In the event of any conflict between these definitions and any definitions in the service-specific sections below, the definitions in a service-specific section shall prevail.

1. "Access Codes" include the member identification number, login, password and any other means of access to our Digital Banking service we establish or provide for you or that you create.
2. "Account(s)" means a First Commerce Credit Union deposit, savings, loan, investment or other account for which transactions may be performed using our Digital Banking service.
3. "Authorized Signer" means any person you authorize to access your account by signing the appropriate Account documents with us.
4. "Business Account" means an account that is not a consumer account and opened by a corporation, limited liability company, partnership, sole proprietor or some other non-natural person, entity or organization.
5. "Business Day" means Monday through Friday, excluding Federal Reserve holidays and the Friday after Thanksgiving.
6. "Company Representative" means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our Digital Banking service.
7. "Consumer Account" means an account established primarily for personal, family, or household use.
8. "Internet-enable" your account(s) means to enable you to obtain our Digital Banking service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem, internet or wireless services, tablet, cell phone and/or other means we authorize or allow.
9. "Online or Digital" means through the Internet by use of a personal computer or other screen-

based electronic device.

10. "Online Banking or Digital Banking" means the services provided under this Agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, which includes, but is not limited to, External Account Transfers, Person to Person Transfers and Remote Deposit Capture.
11. "Unauthorized Access" means access to your Account(s) where you did not authorize another individual or entity to access or logon to your account nor did you give another individual or entity the information to access your Account(s).
12. "Unauthorized Transactions" means any deposits, withdrawals, or other activity on your Account(s) which you or an authorized user of your account did not transact.
13. "We", "us" and "our" means First Commerce Credit Union.
14. "You" and "your" mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this Agreement.

Contact Us

Please feel free to contact us if you ever have any questions or concerns regarding your membership. Other than coming into your closest financial center,

You may call Member Services at: 850-488-0035 or 1-800-533-5772

You may write us at: First Commerce Credit Union, PO BOX 6416, Tallahassee, FL 32314

You may message us via Secured Messages once you login to the Digital Banking services. Please do not use this for urgent questions or requests as it may take up to 2 business days for us to respond.

How to Use Our Digital Banking Service

Please refer to the online help and instructions on how to use our Digital Banking service. These resources can be found at <https://www.firstcommercecu.org/bank/online-mobile-banking/> or, in the Digital Banking platform under Help.

Access Codes

To use our Digital Banking service, you must use the Access Codes we establish or provide for you or those which you create. Keep them confidential to prevent Unauthorized Access or loss to your accounts. Anyone you give your Access Codes to will have full access to your Accounts even if you attempt to limit that person's authority. That person will have full access to any other of your Accounts which are accessed by those Access Codes, even if those Accounts are in your name with another person.

We recommend that you do not leave any Access Codes written or otherwise available for others to easily find. In addition to protecting your Access Codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with Account information may allow Unauthorized Access to your Accounts. You should treat personal information with the same level of care that you would for your Account information or Access Codes. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Digital Banking service.

None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your Access Codes. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown on page 2.

Notify Us IMMEDIATELY for Unauthorized Transactions

If you believe your Access Codes have been lost or stolen, please contact us via the information set forth in the "Contact Us" section above.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Your Liability for Unauthorized Transactions from Consumer Accounts

Tell us AT ONCE if you believe your Access Codes have been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your Access Codes, you can lose no more than \$50 if someone used your Access Codes without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Access Codes, and we can prove we could have stopped someone from using your Access Codes without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, Access Code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Your Liability for Authorized Transactions

You are liable for all transactions that you make or authorize using Digital Banking, including any transactions that you may have unintentionally or inadvertently authorized or made, and any losses, charges, or penalties incurred as a result.

You are responsible for all transactions against your Account(s) made using Digital Banking by a person you authorize, even if the person you authorize exceeds your authority. If you have given someone your Access Codes and want to terminate that person's authority, you must notify us that transactions by such person are no longer authorized. We may have to change your Access Codes or take additional steps to prevent further access by such person.

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue Access Codes to each company representative that is an Authorized Signer. It is your responsibility to ensure that Access Codes are provided only to persons you authorize. You represent to us that each Authorized Signer and anyone else using your Access Codes has general authority from your company to give us instructions to perform transactions using our Digital Banking service.

Except as otherwise provided in this Agreement, we will have no liability for honoring electronic transactions that are initiated using your Access Code and have no duty to inquire as to whether a transaction using a valid Access Code is authorized by you. Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the Access Codes that were used to perform the transaction, and we have had a reasonable opportunity to do so.

In Case of Errors or Questions About Your Electronic Transfers from Consumer Accounts

Telephone us at 850-488-0035 or 1-800-533-5772. Write us at First Commerce Credit Union, PO BOX 6416, Tallahassee, FL 32314 FCCUMemberServices@firstcommercecu.org as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will attempt to determine whether an error occurred within 10 business days after we hear from you. If we need more time, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we are not required to provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Confidentiality

Subject to applicable law, we will disclose information to third parties about you and your Accounts or the transfers you make: (i) where it is necessary for completing transfers or other transactions; or (ii) to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (iii) to comply with government agency or court orders; (iv) if you or your authorized agent(s) give us permission;

(v) as stated in our privacy notice; and (vi) as otherwise required or permitted by law or government regulation.

You acknowledge and agree that confidential data relating to our services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.

You may access Our Privacy Policy at <https://www.firstcommercecu.org/privacy-notice-account-disclosures-and-terms--conditions/> relating to the collection and use of your information.

Credit Union members and customers may access Our Electronic Fund Transfer (EFT) disclosure by viewing our Terms and Conditions/Membership Account Agreement document at <https://www.firstcommercecu.org/privacy-notice-account-disclosures-and-terms--conditions/>.

Security Procedures

By entering into this Agreement and using our Digital Banking service to perform transactions from Accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this Agreement. Our security procedures are contained in this Agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of the current security procedures we require from you. You agree that our current security procedures are commercially reasonable in the context of your business operations, if applicable. We may, at any time and in our sole discretion, change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this Agreement but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no Access Codes are used by or accessible to anyone other than persons you have authorized.

Individual Agreement for Digital Banking Service

All transactions made by any joint owner, authorized signer, or any other person to whom you have given your Access Codes on any of your Accounts shall be deemed authorized transactions and inquiries for all purposes. Authorized transactions include any and all transactions and inquiries which exceed any limited scope of authority that you have given such person.

Types of Digital Banking Services

You, or someone you have authorized by giving them your Access Code (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Transfer funds between your qualifying Accounts;
- Transfer funds out of your qualifying Account into another individual's Account;
- Obtain information that we make available about qualifying Accounts; and
- Obtain other services or perform other transactions that we allow.

Preauthorized Recurring Fund Transfers

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

Communications Link and Your Equipment

It is your responsibility to obtain and maintain your online communications link to our Digital Banking service and to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining, paying related charges or fees, and operating all hardware, software and Internet access services necessary for obtaining our Digital Banking service.

The only browser requirement is that your browser must be HTML5 compatible. Browsers below the following requirements will **not** provide functionality:

- Internet Explorer – Version 11 and below
- Firefox – Version 24 and below
- Chrome – Version 30 and below
- Safari – Version 6 and below

To determine if your browser is HTML5 compatible visit www.HTML5Test.com.

Limits on Online Funds Transfers

You must have enough available money or credit in any Account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Digital Banking service. We also reserve the right to limit or suspend access to our Digital Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

We may limit your transfers and withdrawals to the following:

Between your FCCU Individually Owned Accounts:

- 100 transfers day and 1,000 transfers per month
- \$25,000 per transaction
- \$50,000 in transfers per day and \$150,000 per month

Between your FCCU account and other Financial Institution's Accounts:

- 10 transfers per day and 100 transfers per month
- \$25,000 per transaction
- \$50,000 in transfers per day and \$100,000 per month

Between your FCCU Business Accounts:

- 100 transfers per day and 1,000 transfers per month
- \$250,000 per transaction
- \$250,000 in transfers per day and \$1,000,000 per month

Between your FCCU Business Account and other Financial Institution's Accounts:

- 100 transfers per day and 1,000 transfers per month

- \$100,000 per transaction
- \$250,000 in transfers per day and \$500,000 per month

If any qualifying Accounts are money market deposit Accounts or savings deposit Accounts, certain types of withdrawals from those Accounts, including payments and transfers, are limited to a total of no more than 6 in any specified period. The specified period for money market deposit Accounts is the monthly statement period. The specified period for savings deposit Accounts is a calendar month.

Withdrawals covered by this limitation include those made by means of preauthorized or automatic transfers, payments via a telephone Agreement, order or instruction, and payments or transfers through the Digital Banking service. A total of only 3 of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties.

When Online Funds Transfers are Made

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 Business Day for us to process transfers. Each transfer will be posted to any Account with us from which it is made, and to any other Account with us that is involved in the transaction, on the Business Day on which the transfer is made if the transfer is made before the Digital Banking cut-off time. Each transfer you make on a non-Business Day, or after our Digital Banking cut-off time of 3:00pm EST on any Business Day, will be considered made on the following Business Day.

Information you obtain about your Accounts using our Digital Banking service may not reflect transfers or transactions that have not yet been posted to your Account(s).

Transfers made to accounts outside of the Credit Union are discussed below in the section "A2A ("External Transfers").

Third Party Services

We may allow you to export your personal information into third party software or a third party's website. We make no warranties or representations about the accuracy of the information you export, the security of the external software or website, or the reliability of the outside service. You understand that we are providing you these services as a benefit to you and these are not services created by us. You are using the third party's services at your risk and we cannot control, modify, or troubleshoot any problems you may have with those services.

Business Days

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

Our Liability for Failure to Complete Transfers from Consumer Accounts

If we do not complete a transfer from a consumer Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, we will NOT be liable to you for the following:

- If, through no fault of ours, you do not have enough available money in the Account from which a transfer is to be made or if we reverse a transfer because of insufficient funds.
- If the Account has been closed or is not in good standing.

- If any transfer would go over the credit limit of any Account.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you have not given us complete, correct or current Account numbers or other identifying information so that we can properly credit or debit your account or otherwise complete the transaction.
- If you do not properly follow our instructions, if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- If you do not instruct us soon enough for your transfer to be received and credited or debited.
- If the money in the Account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

Transfers Involving Insufficient Funds

If you instruct us to make a transfer and you do not have a sufficient balance in the Account from which you are making the transfer we may refuse to complete the transaction. We may do this even if there are sufficient funds in other Accounts owned by you than the Account you were using to make the transfer.

If we complete a transfer that you authorize and we subsequently learn that you have insufficient funds for the transaction in the Account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other Account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer or if we reverse a transfer because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the Account from which you made, or attempted to make, the transfer.

Stopping or Changing Transfers

If you want to stop or change transfers you have instructed us to make, you must notify us orally or in writing at least 3 business days before the scheduled date of the transfer. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Digital Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

If you call or write us, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and mail or bring the writing into a branch within 14 days after you call. You may not call us to stop a payment under Bill Pay.

If you order us to stop a preauthorized recurring transfer from a consumer account as described above and we do not do so, we will be liable for your losses or damages. If you do not give us timely notice in order to stop or change the transfer, we shall not be liable to you.

Statements

Your funds transfers will be indicated on the monthly statements we provide to you for the Accounts held with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. Electronic statements are accessible for the prior 18-month period and are only available to

the primary accountholder. You may purchase older statements in accordance with the Fee Schedule.

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error immediately.

If you initiate preauthorized fund transfers to another person or entity's account at least once every 60 days, we will provide you notice within 2 business days after the transfer was scheduled to occur that either: (i) transfer occurred or (ii) that the transfer did not occur. If you have any questions or concerns regarding the transfer, please call the number in the "Contact Us" section above.

Digital Banking Fees

There is no fee to access our Digital Banking service. However, there may be charges for specific services you request on the Digital Banking service like wire transfers, stop payments, and rush delivery for Bill Pay. You agree that you have received the associated costs for such services in the Fee Schedule which is hereby incorporated by reference.

You understand that your wireless network, Internet provider, or mobile service provider may charge fees for your access to our Digital Banking service, and you understand that you will be solely responsible for any such fees or charges. To the extent any of these services are provided by third-party vendors, you will be solely responsible for any fees charged by those vendors.

Changing Terms and Terminating This Agreement

This Agreement will stay in effect until it is changed or terminated.

We have the right to modify, amend, or terminate this Agreement or any of the services mentioned in this Agreement at any time, in our sole discretion, without notice to you and you agree to accept these changes. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this Agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

We may add, modify or discontinue the Digital Banking service at any time, including placing or changing restrictions/limits on the types or amounts of transfers or payments or changing the terms and conditions governing the Digital Banking service. We may send you electronic notifications concerning the services, including notice of a change or termination of the Digital Banking service.

We may also temporarily suspend your use of the Digital Banking service at any time for security reasons or any other reason in our sole discretion. We may terminate the Digital Banking service for members that have not used the service within the first 30 days after activation or if the service has been inactive for 6 Months.

You may terminate this Agreement or the services within this Agreement at any time by notifying us by the means provided on page 2 and we may require such notice in writing. However, any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You are not permitted to alter or amend this Agreement or any related document without our express written

consent. Any attempt to do so will be void and unenforceable.

Compliance with Applicable Laws

You agree that your use of the Digital Banking service and all of the services mentioned within will comply with all applicable laws. We reserve the right to refuse to process any transaction we reasonably believe violates applicable law, infringes on the rights of others, or we believe is made in connection with any unlawful transaction or activity, including without limitation, gaming, gambling, lottery or similar activities. We will notify you if we do not process a transaction for this reason.

Proprietary Rights

You acknowledge and agree that we own all rights to the Web site and Digital Banking services, the content displayed on the Web site and any intellectual or proprietary property and/or technology (in any form) made available to you as a part of or in conjunction with the services. You are only permitted to use any of the foregoing as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works from any content. Further, you agree not to reverse engineer or reverse compile any technology associated with the Digital Banking services, including but not limited to, any software applications or any programming languages.

Limitations on Our Liability in Connection with Digital Banking

We will make every reasonable effort to provide full performance of our Digital Banking service and the services provided below and to resolve disputes that may arise on a timely basis. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. In addition to the other limitations set forth in this Agreement, we are not responsible or liable to you for any loss, damage or injury caused by our Digital Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this Agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

IN ADDITION TO THE LIMITATIONS OTHERWISE STATED HEREIN, WE ARE PROVIDING THE DIGITAL BANKING SERVICES "AS IS" AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE DIGITAL BANKING SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. WE DO NOT WARRANT THAT ELECTRONIC RECORDS ARE ERROR-FREE, OR THAT ACCESS TO AND USE OF ELECTRONIC RECORDS WILL BE UNINTERRUPTED OR ERROR-FREE.

Indemnification

You agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us.
- Any fraud, manipulation, or other breach of this Agreement or the Digital Banking service or the services listed herein.
- Your violation of any other applicable laws or rights of a third party, including but not limited to rights of privacy, publicity or other property rights.

- The provision of the Digital Banking service or use of the Digital Banking service by you or any third party.
- Any transactions or attempted transactions covered by this Agreement from a qualifying Account.

We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our prior written consent.

You are providing this indemnification without regard to whether our claim for indemnification is due to the use of the Digital Banking service by you or joint owners on your account.

Attorney Fees

If we become involved in legal action to defend or enforce this Agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

Law That Applies, Venue

Regardless of where you live or work or where you access our Digital Banking service, this Agreement is subject to the federal law of the United States of America and governed by the laws of the State of Florida. Any disputes regarding this Agreement shall be within the jurisdiction of the courts of Leon County, Florida. The parties agree that such legal action shall be filed and heard in Leon County, Florida, if allowed by applicable law.

If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law. The remainder of the Agreement shall remain in full force and effect.

Waivers

No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

Notices and Communications

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number. You may update your contact information or address online, but you may only do so on the account(s) in which you are the primary owner. You authorize us to send information and inquiries to the e-mail address we have on file for your Account.

Recording

You agree that we may record any telephone conversations you have with us regarding the services covered by this Agreement. However, we are not obligated to record conversations and may choose not to in our sole discretion.

Entire Agreement

This Agreement constitutes the complete and exclusive Agreement related to the Digital Banking service and supplements the software license Agreements, the account Agreements and any other Agreement or disclosure related to your Accounts.

Conflict in Terms

In the event of a conflict between this Agreement and any other Agreement or disclosure related to your accounts or any statement by our employees or agents, this Agreement shall control as to the subject matter addressed herein.

Except as otherwise provided by applicable law, these General Terms and Conditions shall apply to all services described in this Agreement. To the extent that Regulation E or the Electronic Funds Transfer Act do not apply to any service, the disclosures in this Agreement required by Regulation E or the Electronic Funds Transfer Act shall not apply to such service. In the event of any conflict between these General Terms and Conditions and any service-specific terms below, the service-specific terms shall control.

Assignment

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties, in our sole discretion and without your consent. We may also, in its sole discretion and without your consent, assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

II. P2P ("FCCU Pay") Service

Definitions

1. "P2P Service," or "Send Money," or "FCCU Pay" means the person-to-person service powered by Acculynk that allows a Sender to send funds to Recipient.
2. "Recipient" means the cardholder or accountholder to whom the Sender transfers funds.
3. "Sender" is the Credit Union Cardholder that transfers funds to another person through the P2P Service.
4. "Service Provider" is Acculynk, a company that arranges for person-to-person payments to members of any U.S. financial institution.
5. "Site" is the Service Provider's electronic location accessed by a user through a mobile phone, computer or other access device.
6. "Transfer" means an electronic movement of funds from an account at Credit Union to an account of another party by means of the P2P Service.
7. "Transfer Instructions" are the information that you provide when using the Service.

E-Signature and Electronic Disclosures

You may sign up to use the P2P service ("P2P Service") powered by Acculynk that allows you to send and receive funds to and from another person. This E-Signature and Electronic Disclosures Agreement ("Agreement") applies to all communications, documents, disclosures and electronic signatures related to the products, services and transfers offered or accessible through the P2P Service offered by us for all cardholders, authorized users, account owners, account signers, applicants, and any other person using this Service as a Sender or Recipient or registering to use this Service.

Agreement to Conduct Transactions by Electronic Means

You agree to conduct the transfers offered through the P2P Service by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or e-mail. Each time you use this P2P Service and submit information to us, you agree to the electronic access, receipt and acceptance of documents, disclosures and forms. You may not use this P2P Service unless you agree to receive documents by electronic means.

You further agree that you intend to electronically contract with us for the P2P Service and that all transactions completed through this P2P Service will result in valid and legally binding Agreements. You also agree that you have adequate access to a computer or mobile phone with sufficient internet connectivity to conduct these transactions online. You acknowledge that you meet the hardware and software requirements to access this P2P Service as described below.

Hardware, Software and Operating System

You must use a computer, tablet or smart phone to use this P2P Service. You must have a device that uses a supported version of one of the following browsers: Internet Explorer, Firefox, Chrome, or Safari. You may also use a mobile phone application developed for this Service if your mobile phone supports it. You are responsible for installation, maintenance, and operation of devices used to access this P2P Service. We are not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this P2P Service. We are also not responsible for viruses or related problems associated with use of these online systems.

Credit Union P2P Service Agreement and Terms of Use

These Terms of Use set forth the terms and conditions under which the P2P Service is offered. The P2P Service allows a Sender to transfer funds to a Recipient through electronic means. These Terms of Use affect your rights, you should read them carefully.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. We or the Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

Any Account accessed through the Service is also subject to the terms and conditions of your Account, including, but not limited to your Account Disclosures/Membership Account Agreement and/or Business Membership, Account Agreement, this Online Banking Agreement and Fee Schedule ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the P2P Service.

Description of Service and Consent

If you are a debit cardholder, you may send one-time Transfers to Credit Union members or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's e-mail address or mobile phone number. You may originate these Transfers by use of a computer, tablet or a mobile smart phone. You may register for the P2P Service which will make future Transfers more convenient for you. To use this P2P Service you are providing information to our Service Provider from your mobile phone, desktop, laptop, or other computer. Service Provider is a vendor of Credit Union.

By participating in the P2P Service, you are representing to us that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or e-mail address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of e-mails or

automated text messages from us or our agent regarding the Transfers and represent to us that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

Eligibility

The P2P Service is available to eligible members at our sole discretion. Individuals with a debit card issued by us are eligible to use this Service to send funds to a Recipient. Any individual with an account in the United States that may receive POS or ACH transactions may use this P2P Service to receive funds that are transferred by the Sender. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. By using the Site or the P2P Service, you represent that you meet these requirements.

Transfers

You may make one-time Transfers by entering your debit card number, PIN, expiration date and e-mail address. The Sender provides the Recipient's name, e-mail address or mobile phone number, and the P2P Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institution for deposit to the Recipient's account. If the Sender and Recipient are both Credit Union members enrolled in the P2P Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are both enrolled in the P2P Service but are members of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. We are not responsible for any failure of another financial institution to timely credit its member's Account.

You acknowledge and agree that Transfers will be completed using only the e-mail address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop-down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's e-mail address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter. We will not be liable for any Transfer sent to the e-mail address or mobile phone number you enter, even if the e-mail address or mobile phone number is inaccurate, does not match the name associated with Transfer request, or does not go to the intended Recipient. It is the responsibility of the Sender and Recipient of funds to provide accurate information.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until we or the third party institution, which holds the Account, have finally settled such credit.

You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize us, directly or through third parties, to make any inquires considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your e-mail address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You authorize us to debit your Account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA.

Sender Acknowledgment

You authorize us to debit your Account to complete the Transfer you request. By using this P2P Service you, as the Sender, authorize the sending of an e-mail or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the e-mail message at the e-mail address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the e-mail or text message and acts upon the e-mail or text message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the Account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this P2P Service for any reason including attempting insufficient funded Transfers.

Recipient Acknowledgment

If you are the Recipient, you authorize us to credit your Account using card networks/switches or NACHA. By using this P2P Service you as the Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide Account information including Account number and routing information for your financial institution. In this case the funds will be transferred through the Automated Clearing House.

It is important that you enter accurate information. You agree that we, the sending financial institution and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or Account number information the funds may be deposited into another person's account. You acknowledge that we may make the deposit based on the Account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the Account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

By using this P2P Service you agree that you are the intended Recipient of the e-mail or text message and that you are the intended Recipient of the funds. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, we reserve the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

Limitations on Transfers

The amount you may transfer depends on your debit card limits, but the maximum amount you may transfer if you have the highest limit is up to \$2,999.99, per transaction. We may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the Account from which the debit card is authorized to transfer funds. Such transfers may overdraft your Account and may result in a transfer from another Account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your Account. You will be responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. Your other financial institution may also charge a transaction fee.

Timing of Transfers

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the e-mail or text message and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

Issues Affecting the Posting of Transfers

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither us nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you may pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

Security

The Sender and Recipient of funds may choose to register for this Service to simplify their future use of the Service. They will be asked to create a username and password and you are responsible for keeping them secure. We will never ask you for your password.

If the financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

Cookies, Browser Information and Related Issues

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times

and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your e-mail address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

Access to Information about You

You may review and update the personal information maintained about you in the "Manage Account" section of the Site at any time to ensure that it is accurate.

Once you close your Accounts with us or you no longer have a debit card, you may no longer send Transfers.

Amendments

We may require you to affirmatively acknowledge or accept any revised Terms of Use in order to continue using the P2P Service. Any use of the P2P Service after a notice of change (whether by Site posting, e-mail, or express acknowledgment or acceptance) will constitute your express Agreement to such changes.

Limitations of Warranties

THE SITE AND P2P SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR P2P SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OR CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF CREDIT UNION AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE P2P SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT, FROM TIME TO TIME, THE P2P SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR

REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS.

Limitation on Liability

IN NO EVENT SHALL WE, OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THEM, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE P2P SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE P2P SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

Limitation on Damages

OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS).

Time for Making a Claim

IN NO EVENT SHALL WE OR OUR AFFILIATES, SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

Indemnification

You agree to indemnify, defend, and hold us and our affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of the P2P Service, our reliance on the Transfer instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your Accounts.

III. A2A ("External Transfers") Service Agreement and Terms of Use

Consent

This Agreement covers all funds transfers using First Commerce Credit Union's Account 2 Account ("A2A") service. To enroll in the A2A service, you understand that you must consent to receive notices and information about A2A electronically. You also must have the ability to receive and retain electronic communications before you accept the terms of this user Agreement for A2A (the "Agreement"). The Agreement sets forth the terms and conditions under which you may request a funds transfer to or from your account at another financial institution. These terms and conditions affect your rights and you should read them carefully.

Definitions

1. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides

- funds transfer services to participating financial institutions.
2. "Account 2 Account" or "A2A" means the service that is eligible to be used within our Digital Banking service to transfer funds to and from your accounts at other financial institutions.
 3. "Business Day" means every day that is not a Saturday, Sunday, Federal Reserve Banking System or a Credit Union holiday.
 4. "Entry" is the transfer instruction that you initiate through the A2A service to request us to originate a funds transfers from or to a Registered Account to or from an eligible Account on your behalf.
 5. "NACHA" means the National Automated Clearinghouse Association.
 6. "NACHA Rules" means the operating rules of NACHA.
 7. "Registered Account" means Third Party Account that you have successfully enrolled in the A2A service.
 8. "Third Party Account" means an account owned by you at another financial institution located in the United States.

Scope of A2A Service

The A2A service enables you to request a transfer of funds through our Digital Banking service. All requests must be made and are subject to the terms of this Digital Banking Agreement, your applicable account agreements, and all other agreements with us, each as in effect from time to time, and the NACHA Rules and applicable laws and regulations. If the account from which you send or receive A2A transfers is a consumer account, requests are also subject to our Electronic Funds Transfer Disclosure.

Password and Security

You agree that you are strictly responsible for establishing and maintaining procedures to safeguard against unauthorized Entries using your password, user name or other applicable security measures. You agree not to give or make available your password, user name, or other applicable security measures, which includes means to access the A2A service, to any unauthorized individuals. Subject to applicable law and regulations, you know that you are responsible for all actions, including Entries that you authorize using the A2A service.

If you permit any other person or third party to use the A2A service using your Access Codes, subject to applicable law and regulations, you are responsible for any transactions they initiate using the A2A service. If you believe or suspect that your Access Codes to the A2A service has been lost or stolen or that someone has used, or may attempt to use, the A2A service without your consent, you must notify us at once by calling the number on page 2 and follow such notification with written confirmation. By prompt notification, you may limit your liability for unauthorized transfers.

You acknowledge that the purpose of the security procedures described above is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between you and us.

Verification of Identity and Account Ownership

After agreeing to this Agreement and providing any additional information requested, you may enroll Third Party Accounts in the A2A service. You agree to provide true, accurate, current and complete information about you and your Third Party Accounts and you agree to not misrepresent your identity or any of your account information.

You hereby authorize us to verify your Third Party Accounts through the use of any verification process it

deems necessary at any time, including, without limitation, a trial transfer, in which one or more low value payments will be credited to the Third Party Account. If we initiate such a trial transfer, you may then be asked by us to enter the amount of each transfer made into such Third Party Account into the A2A service within 10 calendar days of setting up your Third Party Account.

Once we deem the verification processes to be successful, each verified Third Party Account will become a Registered Account.

Authorization to Complete Funds Transfer

By logging into our Digital Banking service with your Access Codes and any other security measures to request an Entry through the A2A service, you authorize us, including our employees, agents and service providers, to initiate electronic debits and credits to and from your added Account and Registered Account in order to process the requested Entry. You also authorize us to initiate electronic debits or credits to or from such Account or Registered Account in order to correct any error in a previous Entry or in the event that we cannot complete a requested Entry. This authorization shall remain in place until you cancel the A2A service and we have had a reasonable time to act upon your cancellation request.

In the event of an outstanding error or a transaction that has been returned (such as described below), you agree that we retain the right to initiate Entries, even after your cancellation request, for a reasonable amount of time until the error has been corrected. If subsequent to our completion of an Entry, the funds transfer to or from the added Account or Registered Account to fund the transfer is not processed or is returned by the financial institution holding a Registered Account for any reason, you authorize us to debit any Account of yours to cover the transfer amount, including but not limited to any other Account or Registered Account that you have added to the A2A service, regardless of whether the Account or Registered Account was part of the Entry.

You represent to us that you are the owner of all of Account(s) and Registered Account(s) added to the A2A service and have all necessary authority and rights to register for the A2A service and to initiate an electronic funds transfer to and from such Accounts and Registered Accounts. We, along with the financial institution(s) holding the Registered Account(s), may rely on the representations and the authorizations provided by you in this Agreement without investigation. We will ordinarily use the ACH Network in order to initiate the Entries to and from your added Accounts and Registered Accounts to process an Entry. We may use other methods to process an Entry, including a book transfer or wire transfer.

Compliance with Security Procedures

Subject to applicable law and regulations, if an Entry (or a request for cancellation or amendment of an Entry) received by us purports to have been transmitted or authorized by you, it will be deemed effective as your Entry (or request) and you shall be obligated to pay us or the other applicable financial institution the amount of such Entry even though the Entry (or request) was not authorized by you, provided we accepted the Entry in good faith and acted in compliance with the security procedures previously described with respect to such Entry. If an Entry (or request for cancellation or amendment of an Entry) received by us was transmitted or authorized by you, you shall pay us or the other applicable financial institution the amount of the Entry, whether or not we complied with the security procedures previously described with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if we had complied with such security procedure.

Processing of Funds Transfers

If possible and commercially reasonable, we will process Entries received before 3:00 pm, Eastern Standard

Time on the next Business Day after receipt. Entries that are received on a non-Business Day or after 3:00 pm, Eastern Standard Time on a Business Day will be processed the second Business Day after receipt. We have no obligation to complete a requested Entry if: (i) the debit to the Registered Account to fund a transfer is not processed or is returned by the account holding financial institution for any reason; (ii) the requested Entry exceeds any dollar or frequency limitation placed on Funds Transfers by us; (iii) any restriction or limitations imposed by the financial institution holding the Registered Accounts; or (iv) there is an insufficient funds balance in your Registered Account to complete the Entry. We are not responsible for actions taken by the financial institution that holds any Registered Account and/or if the financial institution does not properly credit the funds transfer to any Registered Account.

You agree funds credited to an eligible Account as the result of an Entry are not subject to the funds availability requirements set forth in the "Funds Availability Policy" section of our Consumer Disclosures and Business Membership and Account Agreement. Nevertheless, we will generally make such funds available to you by the third (3rd) business day after the date upon which the Entry was processed; provided, however, we reserve the right to delay availability of such funds for up to 60 days after the date upon which the Entry was processed.

Rejection of Entries

We may reject any Entry which does not comply with the requirements of these terms and conditions. We shall notify you by e-mail, telephone or writing of such rejection no later than the Business Day such Entry would otherwise have been transmitted us. Notices of rejection shall be effective when given. We shall have no liability to you by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

Reliance on Your Instructions

We are not responsible for detecting any errors in an Entry that you request through the A2A service. You are responsible for the content of any Entry, and we may rely upon the information you provide when processing the Entry. We may rely solely on the account numbers and bank identifying numbers that you provide to us for identifying your Third Party Account(s) and financial institution(s), regardless of whether or not you also provide the name of the account holder or the name of the financial institution.

We reserve the right to place all or any portion of an inbound or outbound transaction originated through the A2A feature of Online Banking on hold for any period of time.

Cancellation of Requested Funds Transfer

You shall have no right to cancel or amend any Entry after its receipt by us. However, you may request a cancellation of an Entry that you have previously requested through the A2A service if the Entry has not been processed. To request a cancellation, you should use the cancellation feature of the A2A service. If such request complies with the security procedures previously described, we will take reasonable steps to act on your cancellation requests, but we shall not be responsible if we are unable to cancel an Entry because we did not have sufficient time to act on the cancellation request or if such cancellation is not effected. You shall reimburse us for any expenses, losses, or damages we may incur in effecting or attempting to effect your request for the reversal of an Entry.

Provide Accurate Information

You agree to provide true, accurate, current and complete information about yourself and your Registered Accounts, as requested in our registration process and you agree to not misrepresent your identity or your

account information. Accurate records enable us to provide the A2A services to you. You agree to keep your registration and account information up to date and accurate.

Customer Representations and Indemnification

With respect to each and every Entry initiated by you, you represent and warrant to us and agree that you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations. Subject to applicable law and regulations, you agree to protect and fully compensate us from any and liability, loss, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees and expenses) caused by or arising from your use of the A2A service, your violation of or breach of any representation or warranty under this Agreement, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone, including any third party claims.

Contact Information

In case of errors, questions or service issues about the A2A service, you may contact us or write us with Attention to TeliBranch Live at the contact information on page 2.

Information Authorization

You agree that some or all of the registration information you provide to the A2A service can go through a verification process. In addition, you agree that we reserve the right to request a review of your credit report at our own expense through an authorized bureau.

Service Changes and Discontinuation

We reserve the right to change or discontinue, temporarily or permanently, the A2A service at any time without notice. You agree that we will not be liable to you or any third party for any modification or discontinuance of the A2A service. We or our service providers may (i) suspend or discontinue the provision of the A2A service to you, (ii) suspend or discontinue your ability to use a particular account in connection with the A2A service, or (iii) refuse to process a transaction requested by you in connection with the A2A service, for any reason in our reasonable discretion, including but not limited to instances where we are unable to validate any registration or transaction information provided by you, or if we believe that providing services or completing the requested transaction may expose us to a risk of loss or violation of applicable law. In the event of such suspension or discontinuation, we will notify you via a written notification, an e-mail, or online posting on our Digital Banking service. Upon suspension or discontinuation, any recurring or future-dated transfers that have been scheduled by you will not be initiated (unless the suspension or discontinuation only concerns an account not involved in funding or receiving such recurring or future-dated transfer).

You are responsible for regularly reviewing these terms and conditions. Continued use of the A2A service and any changes constitute your consent to any changes to the terms and conditions.

Cancellation

You may cancel this Agreement and the A2A service at any time. Such cancellation shall be effective upon confirmation of your cancellation request.

Any cancellation of this Agreement or the A2A service shall not affect any of our rights and your obligations with respect to Entries initiated by you prior to such termination, or the payment obligations of you with respect to services performed by us prior to termination, or any other obligations that survive termination of this Agreement.

Credit Union Responsibilities and Liability

In the performance of the services required by this Agreement, we shall be entitled to rely solely on the information, representations, and warranties provided by you pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. We shall be responsible only for using our commercially reasonable efforts to provide services expressly provided for in this Agreement. We shall not be responsible for your acts or omissions (including without limitation the amount, accuracy, timeliness of funds transmittal or authorization of any Entry received from you) or those of any other person, including without limitation any other financial institution, the Federal Reserve or any Automated Clearing House or transmission or communications facility, and no such person shall be deemed our agent. You agree to indemnify us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that we are responsible for any act or omission of you or any other person described in this section.

Without limiting the generality of the foregoing provisions, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. In addition, we shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in us having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

In addition to other limitations on liability set forth in this Agreement, we shall incur no liability to you if the A2A service does not function as described because of the existence of any one or more of the following circumstances: (i) the A2A service is not working properly and you know or have been advised by us about the malfunction before you execute a transaction; (ii) you have not provided the A2A service with the correct registration information, or other information used to provide the services to you; or (iii) circumstances beyond our control (such as, but not limited to, war, emergency conditions, fire, flood, or interference from an outside force) prevent the proper execution of the requested service or transaction and we have taken reasonable precautions to avoid those circumstances.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE A2A SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE A2A SERVICES IS AT YOUR SOLE RISK. THE A2A SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE STATED HEREIN, WE (AND OUR SERVICE PROVIDERS AND SUPPLIERS) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE A2A SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE A2A SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT (I) THE A2A SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE A2A SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE A2A SERVICES WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE A2A SERVICE WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE A2A SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN,

OBTAINED BY YOU FROM US FROM THE A2A SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY

IF WE ARE LIABLE TO YOU PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR OTHERWISE, YOU EXPRESSLY HEREBY AGREE THAT WE SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES, AND IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY IN ALL CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO: (I) THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR; THE A2A SERVICE; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR OTHER DATA; (III) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER WEB SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (VI) ANY OTHER MATTER RELATING TO THE A2A SERVICE.

Subject to the foregoing limitations, our liability for loss of interest resulting from our error or delay shall be calculated by using a rate equal to the average Federal Funds rate for the period involved. At our option, payment of such interest may be made by crediting any of your accounts resulting from or arising out of any claim of any person that we are responsible for any act or omission of you or any other person described in this section.

IV. First Commerce Credit Union Bill Pay

This is your bill paying Agreement ("Bill Pay Agreement") with First Commerce Credit Union.

You may use our bill paying service ("Bill Pay") to direct us to make payments from your designated checking account to the "Payees" you choose in accordance with this Bill Pay Agreement. The terms and conditions of this Bill Pay Agreement are in addition to the Account Agreements, disclosures and other documents in effect from time to time governing your Account. The Bill Pay Service is available to eligible our members with a checking account in good standing at our sole discretion.

Definitions

1. "Payment Date" means the tentative date the payment is expected to arrive to the Payee.
2. "Payee" means a person or business that you want to transfer funds to for a bill.
3. "Process Date" means the date the funds will be withdrawn from your account.

Service Fees:

- Next day rush payment: \$19.95/payment
- Second day rush payment: \$14.95/payment
- Second day Electronic (ACH on eligible payees): \$4.95/payment
- Gift Pay: \$2.99/payment
- Donations: \$1.99/payment

Instructions for Setting up Payees & Payments:

Payees: If you want to add a new Payee, first select the Payee tab located in the Bill Pay or speak to a service representative.

- We reserve the right to refuse the designation of a Payee for any reason.

Payments: You may add a new payment to a Payee by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.

- You may pay any Payee within the United States (including U.S. territories and APO's / AEO's).
- We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

The Bill Paying Process

Single Payments – A single payment will be processed on the Business Day that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by us, is currently 3pm eastern standard time.

A single payment submitted after the cut-off time on the designated process date will be processed on the next Business Day. If you designate a non-Business Day as the payment's processing date, the payment will be processed on the first Business Day following the designated processing date.

Recurring Payments – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-Business Day, it is adjusted based upon the following rules:

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of the month is used as the calculated processing date.

Single and Recurring Payments

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.

Cancelling a Payment

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

Available Funds

For bills paid electronically, funds must be available at the time the payment is processed. We debit your account 1 day prior to the date in which you select payment to ensure the Payee receives payment. If sufficient funds are unavailable in your Account, we will try to debit the account twice a day for 5 days. If the payment does not clear after this process, we will cancel the payment.

If the Payee does not accept electronic payments, we will issue a check several days prior to the payment date to ensure delivery via mail. For bills paid by check, funds must be available at the time check is presented for payment. Please be aware, the Payee may negotiate the check prior to your selected payment date if the Payee receives the check early.

Liability

- If you want to terminate another person's authority to use the Bill Pay service, you must notify us and arrange to change your Access Codes. We will not be liable for any payment made using your Access Codes that is made by an unauthorized person unless you have given us notice that the person's authority has been revoked and we have had a reasonable amount of time to act on that notice. If such person is a joint owner of your account, you will either need to close the

- account and open a new account or remove that person as a joint owner.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
 - We are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
 - We are not liable for any failure to make a bill payment if you fail to promptly notify the us after you learn that you have not received credit from a Payee for a bill payment.
 - We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

Termination

- We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by us on your behalf.

V. Remote Deposit Capture Disclosure and Agreement (“FCCU Mobile Deposit”)

Definitions

1. “Remote Deposit Capture Service” or “Service” means the services discussed in this section in which you can take a picture of a check for deposit with us.
2. “Image” means a digital picture of a check.
3. “Item” means a check.

Eligibility for Remote Deposit Capture Services shall be determined in our sole discretion based on your average daily balance in the last 30 days, your ownership of a checking account with us, and your length of membership.

You understand that your use of the Service constitutes your acceptance of the terms and conditions of this Online Banking Agreement, and that we must approve you to use this Service. You agree to comply with the hardware and software requirements of the Service set forth by us and our service providers. By checking the box “I Agree” below you agree to all terms, conditions, and notices contained or referenced in this Disclosure and Agreement, and you are providing your EXPRESS PRIOR CONSENT. You agree to promptly notify us of any change in your e-mail address.

Use of the Service

If you are approved for this Service, you will be authorized by us to remotely deposit a valid paper check that has been made payable to you, or to a joint owner on your Account, or to us, to your Account by using the Service to electronically transmit an Image of the check to us. Upon receipt of an Image, we will review the Image for acceptability. You understand that our receipt of the Image does not mean that the Image will be accepted for deposit into your Account, and that you may be asked for additional Images or for more information before the Image will be considered for deposit. Following receipt of the Image, we may process the Image by preparing a “substitute check” or clearing the item as an Image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for deposit into your Account. You understand that any amount credited to your Account for any item deposited using the Service will be considered provisional until such time that we receive payment for the item from the financial institution on which the item was drawn.

You understand that we are not responsible for errors in Images that may prevent or delay the deposit of funds into your account, and that we are not responsible for any Image that we do not receive.

You agree that you will not:

- Modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or de-compile the technology or the Mobile Deposit Service;
- Copy or reproduce all or any part of the technology or the Mobile Deposit Service; or
- Interfere, or attempt to interfere, with the technology or the Mobile Deposit Service.

Compliance with Law

You warrant that you will only transmit valid items that are acceptable to us for deposit, and that all original checks and items have been handled in accordance with applicable laws, rules and regulations. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof, or that arise due to our acceptance of any item you submit for deposit. This indemnity will survive the termination of your Account and this Online Banking Agreement.

Limitations on Deposit Frequency and Dollar Amount

You understand and agree that there are limitations on deposit frequency and dollar amounts of remote deposits made through the Service, that you will not exceed these limits, and that we may change these limits from time to time without notice. The maximum daily deposit limit for consumer checking accounts is \$10,000, and maximum cumulative 30-day deposit limit is \$30,000. For business accounts, the maximum daily deposit limit is \$15,000, and maximum cumulative 30-day deposit limit is \$30,000. These are the maximum permissible amounts and these amounts will vary depending on your account qualifications.

Check and Check Image Requirements

Any Image that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time it is presented to you by the payer. Prior to capturing the front and back of the Image of the original check, you will endorse the back of the check. Your endorsement will include your Account Number and the words "FCCU For Mobile Deposit Only". A check and any Image transmitted via the Service must include the accurate and legible presentation of the following and other features as appropriate:

- Pre-printed information that identifies the check payer and the financial institution on which the original check is drawn;
- The MICR encoded account number and financial institution routing and transit number;
- The date the check was written;
- The payer's signature(s); and
- Other information placed on the check prior to the time an Image is captured, such as any endorsements applied to the back of the check and "FCCU For Mobile Deposit Only."

The image quality of the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Rejection of Deposit

You understand that you are solely responsible for any service charges, overdraft charges, late fees, and returned check/non-sufficient funds charges levied against you, your Account, or any accounts you may have at other financial institutions that may result from our rejection of any item, check holds, or deposit delays of any kind. You understand that if an item you transmit to us for deposit is rejected, we will send an e-mail to you at the e-mail address we have on file for your Account to alert you of the rejection within 2 business days of the date we receive the original transmission of your item. Further, you understand that we are not responsible if, for any reason, you do not receive our e-mail.

Deposited Items Returned Unpaid

In the event that an item that you transmit to us for remote deposit for credit to your Account is dishonored,

rejected, or returned for any reason, you authorize us to debit the amount of the item from your Account, or offset the amount from any of your other Accounts, and assess appropriate fees per the Fee Schedule. You understand that returned deposit activity may result in the cancellation of your Service privileges.

Service Unavailability

You understand and agree that the Service may, at times, be temporarily unavailable due to system maintenance or technical difficulties that are within or beyond our control, including but not limited to those of the Internet service provider, cellular service provider, Internet software. In the event that the Service is unavailable, you understand that you can deposit an original check at a branch, through our ATMs, or by mailing the original check to us. It is your sole responsibility to verify that items deposited using the Service have been received and accepted for deposit by us.

Business Day and Funds Availability Disclosure

You understand and agree that, for purposes of deposits made using the Mobile Deposit Service:

- The place of deposit is Leon County, Tallahassee, Florida;
- Deposits received via the Service are processed on our Business Days until 4:00 p.m. Eastern Time;
- Deposit Items that we receive after 4:00 p.m. daily will not be deposited to your Account until the end of the following Business Day. The earliest that funds deposited after 4:00 p.m. via the Service will be available for withdrawal or to pay checks that you have written would be the second Business Day after the Business Day on which we receive the deposit. Deposits made after 4:00 p.m. Eastern Time on a Friday that is a Business Day, and at any time on a Saturday, Sunday, or Federal Reserve holiday, will not be deposited into your Account until the end of the next Business Day that we are open;
- Deposit items that we receive prior to 4:00 p.m. Eastern Time will be available the next business day;
- Check holds or unavailability of the Service may cause further delays in availability of funds beyond that time. Checks deposited via the Service do not fall under the regulatory provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply to these deposited items.

Longer Delays May Apply

You understand that funds deposited via the Service, while generally available by the 2nd Business Day after we receive them, may be delayed for a longer period under the following circumstances:

- We believe a check you have deposited will not be paid;
- You deposit checks totaling more than your average account balance on any one day via Mobile Deposit, a branch, an ATM, or a combination thereof;
- You re-deposit a check that has been returned unpaid;
- Your account has been overdrawn repeatedly in the last 6 months; or
- There is an emergency, such as failure of computer or communications equipment.

You understand that funds availability may be delayed, that we will notify you if we delay your ability to withdraw funds for any of these reasons, and that we will tell you when the funds will be available.

Accountholder's Warranties

You make the following warranties and representations with respect to each Image and check you transmit to us utilizing the Service:

- Each Image transmitted to us is a true and accurate rendition of the front and back of the original check, without any alterations.

- The amount, payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- Other than the digital image of an original check that you remotely deposit through the Service, there are no other duplicate Images of the original check.
- You have not knowingly failed to communicate any material information to us.
- You have possession of each original check you have deposited using the Service and no party will re-submit any original check for payment that has already been submitted to us or to another financial institution.
- 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.
- You have not previously deposited the check in person or through mobile deposit at this or another institution.
- The check has not been previously drawn on your account.
- You will not deposit a check that is stamped "non-negotiable," "void," or any other word or phrase indicating that the item is not valid.
- You will not deposit a check that is issued by a financial institution in a foreign country or is written for an amount in non-U.S. currency.
- You will not attempt to deposit a check that is incomplete or contains incomplete information.
- You will not deposit an item that is "post-dated" or "stale-dated" per our account guidelines.
- You will not deposit an item in excess of the daily or monthly limits.

Storage of Original Checks

You must securely store each original check that you deposit using the Service for a period of ninety days after transmission to us. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

Accountholder's Indemnification Obligation

You understand and agree that you indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Agreement. You understand and agree that this indemnification shall survive the termination of this Agreement.

In Case of Errors

In the event that you believe there has been an error with respect to any original check or Image transmitted to us for deposit or a breach of this Agreement, you will immediately contact us regarding such error or breach as set forth on page 2.

Limitation of Liability

You understand and agree that we are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.

Warranties

YOU UNDERSTAND THAT WE DO NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED

SOFTWARE, OR OUR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Termination of the Services

In the event of termination of the Service, you will remain liable for all transactions performed on your Account.

VII. Card Management

This Agreement covers all Card Management Services provided through the Digital Banking Platform if you have a credit card with us.

Freezing Your Card

You may freeze your account anytime you want to limit access to your credit card, or debit card such as when you have temporarily misplaced your card but believe it is still in your possession or even when you don't plan on using it. It's easy to freeze or unfreeze your card, either online or through our mobile app.

When you temporarily freeze a credit or debit card:

- You block new transactions.
- You block cash advances and ATM withdrawals.
- Recurring automatic transactions set up with any credit card number on the account will be blocked. Other activity will continue to post, including returns, credits, dispute adjustments, your credit card account payments, credit card protection premiums, account fees, interest, and certain other exempted transactions
- You can unfreeze your card and begin using it again.

You can freeze or unfreeze your credit card as many times as you would like.

Unfreezing Your Card

You can unfreeze your account online or through our mobile app, so you can continue using your account as you did before you froze it. It may take up to one (1) hour for your card to begin working after you have unfrozen it.

Report a Lost or Stolen Credit Card

If you think your card is lost or stolen, please contact us immediately so we can cancel the lost or stolen card(s) and send you a new card(s). To report your First Commerce VISA credit card lost or stolen, 24/7 choose **Report Card Lost or Stolen** from menu options, call 1.800.682.6075, or visit www.ReportMyCards.com. You may also send a secure message through iBranch! digital banking for next business day service.

When you report your card as stolen, your card is immediately and permanently cancelled for your protection and must be replaced.

Request or Change Your Pin

Through Card Management you may request to change your PIN. The Digital Banking platform will display a number for you to call in order to complete a PIN change.

Travel Notification

Card Management allows you to notify us when you are traveling. This can help prevent us from placing a temporary hold on your card if we think the transactions are unauthorized.

You will select either foreign or domestic travel, input the travel destination, input a contact phone number, if other cardholders on the account are also traveling, the departure date, and the return date.

VIII. Electronic Disclosures

You specifically consent and agree that we may, in our sole discretion, provide all disclosures, Agreements, contracts, periodic statements, receipts, legal and regulatory notices, disclosures, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically, including web-based electronic interface, mobile phone interface or e-mail (hereinafter all such documentation is referred to as "electronic record(s)"). You understand that electronic records may include information about you and your account, including, but not limited to, your name, address, account numbers, check numbers and balance information. We may provide you any or all electronic records at any e-mail address provided to us by you or we may post any or all electronic records on our website, www.firstcommercecu.org. If we post electronic records on our website, we may send a notice to you at any e-mail address you provide to us or within your Digital Banking service notifying you of the posting of such records. If we send a notice to you within the Digital Banking service, you will not receive a separate e-mail alerting you of the posting of such records; you must log in to the Digital Banking service from time to time to receive such notices. You agree that you will log in to the Digital Banking service at least once every 30 days to ensure you receive such notices. If we post electronic records on the Digital Banking service, the electronic records will remain available for at least ninety (90) days. We reserve the right to send any or all records to you in paper form to your current postal mailing address in our file. All communications in electronic format will be considered to be in "writing", and to have been received no later than 5 Business Days after posting or dissemination, whether or not you have received or retrieved the communication.

You warrant that you either have a printer capable of printing any electronic records, or you have the ability to save and display any such electronic records. We recommend that you print a copy of any electronically provided statements or disclosures (including this one) for your records.

You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. You may withdraw your consent and revoke your Agreement to receive records electronically. To request a paper copy or to withdraw your consent and Agreement to receive electronic records, write us at: First Commerce Credit Union, PO BOX 6416, Tallahassee, FL 32314. A fee to cancel this service or to request paper copies of these electronic records may be imposed as set forth in your Fee Schedule.

E-mail Communication: You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication. We may respond to an e-mail communication provided by you to either the address provided with the communication or any other e-mail address you have provided to us.

You agree to provide us and to maintain a valid, active e-mail address for delivery of electronic records. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from statements or notifications sent to an invalid or inactive e-mail address that you have provided.

Any e-mail returned to us as undelivered may be re-sent to you at any other e-mail address that we have in your file, unless you have previously informed us through electronic or written notice that an e-mail address is no longer valid. Your consent to receive communications electronically is valid until you revoke your

consent by notifying us of your decision to do so. If you revoke your consent to receive communications electronically, we will terminate your right to use the Digital Banking service.

Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in our sole discretion. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

Electronic Signature: By selecting the "I Agree" button below, you consent and agree that your Account Number/Username and the Password /Access Code which were used to access this page constitute your signature, acceptance and Agreement to the terms and conditions provided on this page, as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and us.