

Consumer Online and Mobile Banking

Service Agreement and Disclosure

Effective October 30, 2024

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1. Introduction

This Consumer Online and Mobile Banking Service Agreement and Disclosure (the “Agreement”) describes your rights and obligations as a user of Civic’s Online Banking Services and Mobile Banking Services, including all financial services that we offer and make available to you online through our web-based application, mobile applications, and any other applications and technologies that we may develop and offer (individually, the “Service” and collectively, the “Services”), and the rights and obligations of Civic Credit Union, a division of Local Government Federal Credit Union. By enrolling in or using the Services, you acknowledge that you have received and understand the terms of this Agreement and agree to be bound by the terms of this Agreement, any amendments to this Agreement, and any other rules we may provide to you concerning any current or new service.

Under this Agreement, “Civic”, “we”, “us”, and “our” mean Civic Credit Union, a division of Local Government Federal Credit Union and includes any directors, officers, employees, contractors, agents, or licensees and “you” and “your” refer each accountholder, co-owner, co-borrower, and any Authorized Representative.

Please read this entire Agreement carefully before using the Services. We recommend that you print a paper copy of this Agreement and any communication you receive from us and retain a copy for your records.

The Services are offered to adults and to minors 13 years of age or older. You must have a valid and up-to-date email address and have a share account with us. The Services may be limited for minors between the ages of 13 and 17, in our sole discretion. Minors will not have access to services such as Zelle®, Bill Pay, sending or receiving wires, or ACH origination. By using the Services, you represent that you meet these requirements and that you agree to comply with all terms and conditions of this Agreement.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. If you do not wish to receive this Agreement or any Communications electronically, you may not use the Services.

We may, at any time, change, remove, or add Services or add, delete, revise or update the terms of this Agreement without notice to you, unless such notice may be required by applicable law or regulation. Use of the Services after any such changes constitutes your acceptance of the changes and your agreement to be bound to this Agreement, as amended. If an immediate change in the terms of this Agreement is necessary for security reasons, this Agreement may be amended without such prior notice. In most cases, you will receive notice online. However, we reserve the right to notify you by email or conventional mail, at our discretion. We reserve the right to terminate this Agreement as to all prior versions of any programs, services, or related material and limit access to the Services’ more recent revisions and updates.

We may, at any time, and at our sole discretion, review your account for compliance with this Agreement and all applicable laws, rules, and regulations.

A. Other Agreements with Us

In addition to this Agreement, any account you access through the Services is governed by applicable law and regulation and the applicable agreements for each of your accounts. These agreements, including any incorporated disclosures, include our Membership and Account Agreement, Consumer Credit Card Agreement and Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Policy, and Zelle® Terms of Service. Any loan account you access through the Services is also governed by the applicable note or loan agreement and any related documents. Such agreements will continue to apply to each of those accounts or services.

Subject to any exceptions stated in this Agreement, if this Agreement conflicts with another agreement, the terms of the other agreement will control, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the applicable service or account it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. If another agreement includes terms that address the online access process, this Agreement will control to the extent necessary to resolve any conflict or inconsistencies in the online access process terms between the agreements.

2. Definitions

Authorized Representative means a person with authority to take action or make decisions on behalf of another person with respect to an Eligible Account or the Services, including but not limited to (i) individuals who may manage or administer an Eligible Account or the Services, (ii) individuals who may authorize another person to access an Eligible Account or the Services, (iii) authorized signers, conservators, fiduciaries, agents designated by power of attorney, guardians, trustees, personal representatives; and (iv) other individuals authorized by you or by law to access your accounts.

Business Day(s) mean Monday through Friday, excluding holidays.

Business Hours mean from 8:00 a.m. to 6:00 p.m. ET on Business Days, subject to change at our discretion.

Content means any personal or transaction information, data, or other content provided by you or that we obtained about you in accordance with the terms of this Agreement in connection with your use of the Service.

Communication(s) means this Agreement and any amendments, modifications or supplements to this Agreement, other agreements, emails, Secure Messages, text messages, web page content, forms, statements, policies and any other information or messages as it relates to the Services or our other products and services. It may also include any initial, periodic, or other disclosure and notice provided in connection with the Service, including without limitation those required by Federal or state law. It may also include any member account or services communications, including, without limitation, communications with respect to claims of error or unauthorized use of the Service.

Eligible Account means a share or deposit account maintained with Civic Credit Union, a division of Local Government Federal Credit Union.

Eligible Member refers to any member in good standing as defined in the Membership and Account Agreement.

EXC means the Experience Center Team, the live support services we offer to our members. The EXC can be reached via phone at (844) 772-4842, email, text, or Secure Message during Business Hours.

Login Credentials mean Login IDs, usernames, passwords, Multi-Factor Authentication (“MFA”), or other requirements that you must employ to gain access to any components of the Service.

Mobile Banking Services mean any and all mobile banking services accessed via your supported mobile device. This may include, but is not limited to, account information, savings goals and budgets, bill payment, mobile deposits, Zelle®, transfers, ATM locator services, or other services.

Online Banking Services mean any and all online banking services accessed via our website with your Login Credentials.

Secure Message means the secured email messages delivered to and received from you and us once logged into the Services.

Third-Party Account(s) means your account at another U.S. financial institution.

Transfers mean deposits to or withdrawals from or between authorized Civic accounts, loan and credit card payments, and external transfers to or from other U.S. financial institutions to accounts for which you are the owner.

3. Online Banking Services and Mobile Banking Services

A. Description

The Online Banking Services provides Eligible Members the ability to conduct financial transactions on their eligible Civic accounts twenty-four hours a day, seven days a week (subject to the routine maintenance, unexpected downtime, and other factors set forth in this Agreement), provided that the Eligible Member has access to the internet, uses valid Login Credentials, and authenticates their identity. The Service utilizes industry-standard encryption and information security protocols.

The Mobile Banking Services provides Eligible Members the ability to access their account and perform select financial transactions and other activities from a mobile device either via the mobile application or through a web browser. These activities may include viewing account information, savings goals and budgets, Bill Pay, mobile deposits, transfers, and ATM locator services. Note that we are not responsible for fees or charges that you incur due to your use of the Services from your mobile phone or device or internet service provider. Wireless carrier fees may apply.

We retain transaction history in the Services for a period of time determined at our sole discretion or in accordance with applicable laws or regulations.

The subsequent sections of this Agreement contain additional terms for use of the Services.

B. Eligibility and Enrollment

Any Eligible Member may enroll in and use the Services.

C. Access and Security

All users of the Services must have valid Login Credentials and are subject to Multi-Factor Authentication or layered security in order to verify the identity of the Eligible Member to access and conduct authorized financial transactions to or from account(s) within the Services. If a password is entered incorrectly in the Service after three attempts, further security measures may be required to gain access. You agree to keep your Login Credentials confidential and will not make these available to any unauthorized individuals. We recommend not writing them down, but if you must, they must be kept in a place that is private and secured. Your initiation (or initiation by anyone that you have provided your Login Credentials to) of a transaction through the Services will be considered the same as your written signature authorizing us or any of our service providers to perform the transaction you have requested. A person working for us or acting on our behalf will not, for any reason, ask for your password at any time. You must notify us immediately by contacting the EXC if you believe the confidentiality or security of your Login Credentials has been compromised.

D. Hardware and Software Requirements

In order to use the Service, you must have a personal computer or mobile device, operating system and telecommunications connections to the internet capable of supporting the below requirements. These hardware and software requirements may change from time to time with advances in technology and upgrades to the Service.

- An internet browser and operating system that are compatible with the Service's supported technology. Online Banking Services support Windows and Apple macOS®. Mobile Banking Services support Android™ and Apple iOS®.
- An email account and email software capable of retrieving, reading and responding to emails
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- A printer capable of printing from your browser and email software

E. Notifications and Secure Messages

Notifications may be processed once a day, 365/366 days a year, as applicable, and are delivered via Secure Message, push notification or text message. You can establish alert notifications from within the Services. In addition, you agree that we can require certain required notifications and alerts be sent to you electronically. You can send and receive Secure Messages through the Services, which may include attachments when necessary. We will respond to all Secure Messages in a timely manner, as designated by us. Notifications are deemed delivered by us when made available to you. We are not responsible for undelivered or incorrect notifications, text messages, or Secure Messages for reasons that are outside of our control.

F. Communication Delivery and Receipt

All Communications sent electronically will be deemed to have been received by you when sent, whether or not you viewed or received the Communication. An email Communication is considered to be sent at the time it is directed by our email server to the email address on record.

G. Termination of Services

We reserve the right to suspend or terminate access to any feature of or the entire Service at any time and without prior notice including, without limitation, if: (i) we, in our sole judgment, believe you have engaged in or conducted activities that violate any of the terms of this Agreement or our rights; (ii) you provide us with false or misleading registration or account information; (iii) your use of the Service interferes with other users or the administration of the Service; (iv) you fail to safeguard your Login Credentials, resulting in unauthorized account access or unauthorized transactions on your account; (v) we, in our sole judgment, believe you are using the Service to commit fraudulent or unlawful acts; (vi) transactions are returned for a closed or invalid account; (vii) repeated incidents of non-sufficient funds; or (viii) we are notified that you have filed a bankruptcy petition. Neither termination nor discontinuation of your use of the Services shall affect your liability or obligations under this Agreement.

H. Inactivity

Your online and mobile account access will be designated as inactive if you do not access or perform a transaction in the Services for more than ninety (90) calendar days.

I. Contact in the Event of Unauthorized Transaction

If you believe your Login Credentials have been lost or stolen, or if any transactions were made without your permission, it is your responsibility to contact us immediately at (844) 772-4842 or send a Secure Message during Business Hours.

J. Disclosure of Information to Third Parties

When enrolled in the Service or in any features of the Service, we may make requests for personal information to a consumer reporting agency or other third party to determine initial and ongoing eligibility. You hereby authorize us to make any and all such requests.

When performing transactions or inquiries online, our business partners who assist us in providing the Service may have access to personal information. We may also disclose information to third parties about accounts or certain transactions:

- When it is necessary to provide services to you;
- In order to verify the existence and condition of an account for a third party, such as a credit bureau or merchant;
- In order to comply with a government agency or court orders;
- If we have written permission; or
- Pursuant to our Privacy Policy.

K. Third-Party Accounts

You understand and agree that, in order to provide the Services, it is necessary for us and our service providers to access third party websites and databases containing information regarding you and your accounts (collectively, the "Databases") and your Third-Party Accounts, to retrieve information as requested or authorized by you. By using

the Service, you authorize us to access such Databases and Third-Party Accounts to retrieve such Content as requested or authorized by you, or for any other purpose consistent with this Agreement. For as long as you are using the Service, you grant to us and our service providers a limited power of attorney and appoint us and our service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Third-Party Accounts, internet sites, servers or documents, retrieve Content, and use the Content, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the Service, as fully to all intents and purposes as you might or could do in person. You acknowledge and agree that when we are accessing and retrieving information from the Third-Party Accounts, we are acting as your agent, and not as the agent of or on behalf of the third party. You agree that we, our affiliates and our service providers shall be entitled to rely upon the foregoing authorization, agency and power of attorney granted by you. You acknowledge that through the use of this service, your financial institution shall have access to your account credentials, including, but not limited to Login Credentials.

Once we have proper written notice that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and have a reasonable opportunity to act on such notice, this limited power of attorney shall be considered revoked; provided, however, that any act done by us in good faith before we have proper written notice of termination by you shall be deemed to be authorized by you.

You warrant and represent that the information you are providing is true, correct and complete. You represent and warrant that you have the right to authorize and grant us access to your Third-Party Accounts. You assure us that by disclosing the information to us and by authorizing us to use such information to access your Third-Party Accounts, you are not violating any third party's rights.

You understand and agree that at all times your relationship with any Third-Party Account provider is independent of us and your use of the Service. We will not be responsible for any acts or omissions by the financial institution or other providers of any Third-Party Account, including without limitation any modification, interruption or discontinuance of any Third-Party Account by such provider.

You agree that we shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of:

- Our access to the Third-Party Accounts;
- Your violation of the rights of any third party;
- Our retrieval of or inability to retrieve information from the Third-Party Accounts; or
- Any inaccuracy, incompleteness or misinformation contained in Content retrieved from the Third-Party Accounts and any charges imposed by the provider of any Third-Party Account.

L. Links to Third Party Sites

The Services may contain links to third party sites operated by entities other than us ("Linked Sites") as needed or as a convenience to you. We do not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that we, our affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them. In addition, you acknowledge and agree that the Linked Sites are not owned or controlled by us and that they operate under their own privacy policy that is different from our Privacy Policy.

M. Privacy and Security

We regard your privacy and security with the utmost importance and are committed to safeguarding any information that you share with us. Our priority is to keep this information secure and to use it only as you authorize us. Please refer to our Privacy Notice for detail on what information we collect from you and how that information is collected and used.

N. Your Representations, Warranties, and Agreements

You represent and warrant that you are who you claim to be, that the Content you provide is complete and accurate and that you are the rightful owner of your Third-Party Accounts. You agree to provide true, accurate, current and

complete information about yourself and your accounts maintained at other websites or applications. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

O. Your Liability for Transactions

You are responsible for all transactions you made through or using the Services under this Agreement. If you permit someone else to use the Services, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us **immediately** if you believe your Login Credentials have been lost or stolen, or if you believe that any transaction has been made without your permission. Contacting us by telephone is the best way of keeping your possible losses to a minimum.

If you contact us within two (2) Business Days after you learn of the loss or theft of your Login Credentials or the device that you use to access the Services, you can lose no more than \$50. If you do not contact us within two (2) Business Days after you learn of the loss or theft of your Login Credentials, and we can prove that notification within the two (2) Business Days could have stopped this activity, you could lose as much as \$500.

You must report any unauthorized withdrawals or Transfers that appear on your periodic statement within sixty (60) days of the date that we sent or otherwise made the statement available to you to avoid liability for subsequent transfers. If you fail to do so, your liability shall not exceed the amount of the unauthorized withdrawals or transfers that occur after the close of the sixty (60) days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period.

P. Payments and Transfers

We will use commercially reasonable efforts to make all your payments and Transfers properly. However, we shall incur no liability if we are unable to complete any payments initiated by you due to the existence of any one or more of the following circumstances:

- If your payment account does not contain sufficient funds to complete the payment or Transfer, or the Transfer would exceed the credit limit of your overdraft account or any other overdraft service(s) associated with your account;
- The Service is not working properly, and you know or have been advised about the malfunction before executing the transaction;
- A Payee or a recipient mishandles or delays a payment;
- You have not provided us or our service providers with the correct names, phone numbers, or account information for the Payee or recipient to whom you wish to direct payment or transfer funds;
- If the transaction is prevented by our policies, rules or limitations (for example, minimum deposit requirements or verification and collection of deposits);
- Circumstances beyond our control including, but not limited to, fire, flood, interference from an outside force preventing the proper execution of the transaction, natural disasters, strikes or other labor problems, or failures or delays by our service providers; or
- Other circumstances as set forth in this Agreement.

Q. Deposits

We will use commercially reasonable efforts to post your deposits properly to the account indicated when you use the Service properly and comply with this Agreement. However, we shall incur no liability if we are unable to complete a deposit instruction initiated by you through the Service because of any one or more of the following circumstances:

- Your error;
- Your failure to comply with this Agreement;
- Failure of your equipment or software;
- We have suspended or terminated your use of the Service;
- You have not provided complete or correct information to us or our service providers; or
- Circumstances beyond our control prevent processing of the deposit.

4. eStatements and eNotices

We are required to provide certain notices, disclosures, agreements and other information to you in writing (on paper). We may provide this information to you electronically if we provide this E-Sign Disclosure and Consent Agreement (“E-Sign Consent Agreement”) to you and obtain your consent to receive electronic documents, use electronic signatures, and transact business with you electronically.

A. Consent to Electronic Communications and Electronic Signatures

By consenting to the terms of this E-Sign Consent Agreement, you agree to receive all Communications related to our products and services electronically. We may discontinue sending paper Communications to you until we receive notice that you have withdrawn your consent as described below. Your consent does not mean that we must provide documents electronically. From time to time, at our option, we may still provide you with paper copies of Communications that contain important information about your account. You also agree that we may use electronic signatures in transacting business with each other.

B. Methods of Electronic Communication

We may provide electronic Communications to you through email, SMS text messaging, mobile application (including push notifications), Online Banking Services (including secure messages), HTML or PDF files, or our service providers.

C. How to Withdraw Your Consent

You may withdraw your consent to the terms of this E-Sign Consent Agreement at any time by calling the EXC at 844-772-4842. Withdrawing your consent will result in termination of access to the Services. Any withdrawal of your consent to receive electronic Communications will be effective after we have a reasonable amount of time to process your withdrawal.

D. Updating Your Information

You agree to provide us with your valid email address and to immediately notify us of any change in your email address by contacting us at (844) 772-4842 or by updating your email address through the Services. If an email address becomes no longer valid, notifications will not be received, nor will paper statements or any applicable notices be sent to the mailing address on record.

E. Requesting Paper Copies

You agree and understand that once you consent to the terms of this E-Sign Consent Agreement, you may not receive paper copies of electronic Communications unless you request them. You can obtain a paper copy of any electronic Communication by printing it or by requesting that we mail you a paper copy. You may request a paper copy of any electronic Communication by contacting us at (844) 772-4842. We may charge you a reasonable fee for delivery of paper copies.

F. Hardware and Software Requirements

By consenting to this E-Sign Consent Agreement, you confirm that you meet the following hardware and software requirements necessary to receive, access and save electronic Communications:

- A computer or other device that can access the internet;
- An internet browser and operating system that we support;
- A valid email address;
- The latest version of Adobe Reader® software capable of opening and viewing PDFs (you can download Adobe Acrobat Reader® at adobe.com);
- Sufficient electronic storage capacity on your computer’s hard drive or other data storage unit; and
- A printer to print and retain records in paper format.

G. Consent

By providing your consent, you are confirming that you have the hardware and software necessary to receive, access and save electronic Communications and that you have provided us with a current email address. You

further consent to receive electronic documents, use electronic signatures, and transact business with us electronically.

5. Transfers

A. Service Description

This Agreement describes the various types of Transfers that are available within the Services and the rights and responsibilities concerning these transactions, including rights under the Electronic Funds Transfer Act. By making Transfers through the Services, you are authorizing us to originate Transfers on your behalf to a recipient's account.

Transfers through the Services that affect savings accounts are subject to the Federally mandated limitations on withdrawals and Transfer transactions described in our Truth-In-Savings Disclosure.

After every Transfer is successfully initiated, a status or confirmation message appears. Documentation of Transfers will be reflected on periodic statements, as required by applicable rules.

B. Transfers between Civic Accounts (“Internal Transfers”)

Internal Transfers refer to the Transfers made from one of your Eligible Accounts to another Eligible Account. Internal Transfers may be one-time, recurring, or scheduled for a future date. Transfers that are not scheduled for a future-date occur immediately and cannot be cancelled. If a recurring or future-dated Internal Transfer fails for a reason other than insufficient funds in your Eligible Account from which the funds are being transferred, we may try again to complete it and you may be notified of the failure and further Transfer attempts. If the Internal Transfer fails due to insufficient funds, you will not be notified and all attempts to Transfer will be terminated.

C. Transfers between Civic Accounts and Other U.S. Financial Institutions (“External Transfers”)

External Transfers refer to Transfers made to or from your Third-Party Accounts at another U.S. financial institution and preauthorized debits and credits initiated by you. External Transfers are processed through the Automated Clearing House (the “ACH”) on Business Days and may take up to 3 (three) business days to process.

The ACH system is used if we receive an ACH entry into your account. ACH credit entries will be governed by the rules of the National Automated Clearing House Association (“NACHA”), which states that the ACH credit entry shall be governed by and construed in accordance with the laws of the State of North Carolina.

i. External Transfers Definitions

Draw Account means the account that funds will be withdrawn from.

Receiving Account means the account that funds will be deposited into.

Send Date means the date the Transfer is requested to be sent.

ii. External Transfers Terms and Conditions

In order to initiate Transfers to or from your accounts at other U.S. financial institutions, you will be required to provide account information for your Third-Party Accounts, including, but not limited to, the financial institution's name, ABA/routing number, account type, and your account number(s). You will not be able to initiate International ACH Transactions (“IATs”) using the Service.

You acknowledge that if we discover that you provided us with incorrect or incomplete information, we may make reasonable efforts to contact you to remedy the situation. However, you agree to accept full responsibility for any losses resulting from any such errors.

You may be required to provide proof of ownership of any Third-Party Account to or from which you are requesting a transfer of money. We may require you to demonstrate your ownership of a Third-Party Account by means of trial deposits. Trial deposits involve us making one or two low value payment(s) (usually less than \$1.00) and one withdrawal of such funds. You are then required to report certain details of such transactions to confirm your account ownership. Your funds are not used for the trial deposits. You will be asked to confirm the amount of the trial deposits in order to verify proper account setup. No External Transfer can occur without this verification. Each External Transfer made with an eligible Civic savings

account will, if applicable, count toward the monthly transaction limit for your account. We reserve the right to require you to use other methods to prove your ownership of a Third-Party Account.

You agree that we have the right to collect funds from any and all of your Civic accounts, including the available balance on your line-of-credit accounts or any of the overdraft services applicable to your accounts, to provide the funds for any Transfers that have been requested by you. This includes accounts on which you are the primary owner, as well as accounts on which you are the joint owner.

We are not responsible for any holds on funds placed by other financial institutions.

We will not notify you in the event an External Transfer fails due to insufficient funds.

The terms and conditions contained in our Truth-In-Savings Disclosure, Electronic Funds Transfer Agreement and other applicable account disclosures may apply and you hereby acknowledge and agree that such disclosures are incorporated herein by reference.

iii. Cancellation of External Transfers

Transfers that are not scheduled for a future-date occur immediately and cannot be cancelled. Future-dated and recurring External Transfers may be cancelled as long as they are cancelled prior to the Send Date.

iv. Processing of External Transfers

The withdrawal will be initiated on the same Business Day the credit is initiated. If the Transfer funds are not available in the Draw Account for any reason, the entire transaction will be either cancelled or reversed from the applicable account(s). We will not be responsible for restrictions enforced by any other financial institution.

v. Termination of External Transfers

We may terminate use of External Transfers at any time, at our sole discretion. Incidents of transactions that are returned for a closed or invalid account, External Transfers to or from an account for which you are not the owner, and repeated incidents of non-sufficient funds may result in termination of External Transfers or the Service. While you may request a reinstatement by contacting us, we reserve the right to grant or deny reinstatement. If at any time you wish to discontinue your use of External Transfers, all pending transactions must either be cancelled or completed prior to the termination. Once your External Transfer service with us has been terminated for any reason, you will have no further right or access to use the service.

vi. Fees for External Transfers

You may be subject to fees from us or other institutions for incidents of insufficient funds or other miscellaneous fees associated with any External Transfer. Refer to our Fee Schedule for a complete list of fees. Fees, if applicable, will be debited from any Civic account at the time the draw is made. You authorize us to deduct any and all fees at the time the Transfer is initiated. If we are unable to collect the applicable fees due to insufficient funds, you authorize us to debit any of your accounts held with us or take any means necessary to collect the fees.

vii. Error Resolution and Disputes

For more information regarding error resolution and disputes, refer to the Error Resolution section of this Agreement. If you believe that any Transfer has been made without your permission, you must contact the EXC immediately at (844) 772-4842.

6. Bill Pay

A. Service Description

You may pay bills via the Bill Pay Service (“Bill Pay”) by electronic means or paper check based on availability to eligible payees located in the United States within established Bill Pay limits. You must have a checking account in order to use the service. This service may be accessed either online or via your mobile device. You will not be able to initiate IATs through Bill Pay.

B. Definitions

Cutoff Time means 4:00 p.m. Eastern Time (ET) on any Business Day.

Deliver On Date means the date in which your Bill Pay transaction will be delivered to your chosen Payee and your account will be debited.

Payee means the vendor, biller, person or entity to which you wish a bill payment to be directed.

Payment Account means your Civic checking account. Should the account not have sufficient funds or be overdrawn when a bill payment is scheduled, any applicable share account or available balance on line-of-credit accounts at Civic may be used. Multiple checking accounts may be established as Payment Accounts.

Payment Instructions means the information provided by you for a bill payment to be made to your Payee (for example, payee name, account number, payment amount, or payment date).

Send On Date means the Business Day of your choice upon which you want your bill payment to be made and the date your payment will be processed.

Stop Payments refers to a request by you to have us stop payment on a share draft or check, preauthorized electronic funds transfer, or an electronic draft or check conversion transaction.

C. Payment Processing

Payment will be made to your Payee either electronically via the ACH or by paper check. The method of payment depends upon the processing method that can be accommodated by the Payee (for example, some Payees are unable to accept electronic payments). You will be notified to allow three (3) to five (5) Business Days for payment processing at the time payments are established. Payments made through the Bill Pay Service will appear on periodic statements. Payments and transfers from your Payment Account may be processed in four different ways:

- **Today:** If you designate a bill payment as a “Today” transaction, the Send On Date will be the same Business Day if requested prior to the Cutoff Time. Payments will be deducted from your Payment Account on the Deliver On Date. “Today” payments may not be changed once they are no longer in the Payment Outbox.
- **Future:** If you designate a payment as a “Future” transaction, you may request that the transaction be made on a future date. You will only be able to establish payments with a Send On Date that is a Business Day. Future transactions may be cancelled or changed as long as they are in a pending status.
- **Recurring:** If you designate a payment as a “Recurring” transaction, you may request that the transaction be made in the same amount to the same Payee or account on a specified regular, periodic basis. you will designate a “start” and “end” date. You will only be able to establish the initial recurring payment with a Send On Date that is a Business Day. “Recurring” transactions may be cancelled or changed as long as they are in a pending status. You may only establish a single recurring payment to the same Payee.
- **Automatic:** If you receive eBills for specific Payee(s), you can designate an automatic payment rule to pay the bill or a portion of the bill. Sufficient and available funds must be available by 12:00 a.m. ET of the night before the Send On Date, but will be deducted from your Payment Account by the Deliver On Date. Automatic payments may only be changed if they are in a pending status.

D. eBills (Electronic Bills)

By enrolling in eBills, you are authorizing the Payee that offers this option to transmit your bill and are authorizing us to display your bill within the Service. **Your enrollment in eBills will generally result in the termination of any existing bill in paper form that you are receiving currently.** The eBill setup process may take a full billing cycle to process.

There are two (2) types of eBills, direct and indirect, which may have different setup requirements based upon the requirements of the individual Payee. Direct eBills do not require any Payee website Login Credentials. For indirect eBills, Bill Pay collects Login Credentials to the Payee site during the eBill setup process. You authorize us to provide your email address and other required information to each Payee you specify in order to set up and maintain the eBill feature for you. You agree to abide by all terms and conditions and other requirements of the Payee, as may be updated from time to time.

We are not responsible for eBills that do not arrive, those you cancel, or late payments as a result of late or missing electronic or paper bills.

E. Stopping or Modifying Bill Pay Payments

Payments designated as “Today” transactions cannot be stopped, cancelled, or changed once they are being processed.

Stop Payments are only applicable to payments made by paper check that have not yet cleared. In order to request a paper check Stop Payment, you must contact the EXC at (844) 772-4842. If the Stop Payment can be processed, a credit to your Payment Account will be processed within three (3) Business Days from the Stop Payment request date. You are responsible for completing any and all modifications to payments or Payees. If we do not properly complete a Stop Payment on a bill payment made by paper check on time according to our Stop Payment Request Agreement with you, we may be liable for your losses or damages. However, we will not be liable if the information provided to us to process the Stop Payment order is incorrect or if the fault lies with you. There may be other exceptions deemed applicable by us.

F. Documentation of Payments

After every payment is made, a confirmation with reference information will be viewable through the Service. In addition, information about your payments will be reflected on your periodic statements.

G. Payments and Payees

You are responsible for all bill payments authorized through use of your Login Credentials. If you do permit other individuals to use Bill Pay by providing your Login Credentials in violation of this Agreement, you are responsible for any and all transactions that individual may authorize.

By providing Bill Pay with the Payment Instructions, you authorize Bill Pay to follow the Payment Instructions that it receives from you. When a Payment Instruction is received by Bill Pay, you authorize it to debit your designated Payment Account(s) and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as reasonably possible.

All payments you make through Bill Pay will be deducted from your designated Payment Account. Any payment you wish to make must be payable in U.S. Dollars.

You authorize us to choose the most effective method to process your payments. You will receive a transaction confirmation number for each properly instructed payment.

You must allow five (5) days' time for the Payee to receive and process the payment before the payment due date shown on your invoice or provided in your agreement with Payee, not taking into account any grace period provided by the Payee. You will assume full responsibility for all late fees, finance charges, or other actions taken or imposed by Payee. **Payments may take up to eight (8) Business Days to reach the Payee, as they could be sent either electronically or by paper check. We are not liable for any service or late charges levied against you for late payments.**

You will receive both a paper and email notice if we are unable to process a transaction due to insufficient or unavailable funds or any other return reason. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment. Returned payments will be cancelled and will prevent you from making additional payments until resolved. Bill Pay is usually reinstated five (5) Business Days after payment is received from you.

H. Returned Service Transactions or Overdrafts of your Payment Account

By using Bill Pay, you are requesting payments to be made for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, insufficient funds), the transaction may not be completed. You will receive notice from us in instances of return. In the event of a return, you agree that normal account fees will be charged to your account in accordance with our Fee Schedule. By enrolling in and using Bill Pay, you agree that we have the right to collect funds from all of your accounts, the available balance on your line-of-credit accounts or any of the overdraft services associated with your account to recover funds for all payments that have been requested to be paid by you. This includes accounts on which you are the primary owner, as well as accounts on which you are the joint owner.

I. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential as required by law. However, we will disclose information to third parties about your account or the payments you make in the following situations:

- If we return transfers or payments made from your Payment Account which are drawn on insufficient funds or if we are unable to complete an electronic payment because of insufficient funds;
- Where it is necessary for completing payments or providing the Service to you;
- In order to verify the existence and condition of your Payment Account to a third party, such as a credit bureau or merchant;
- To a consumer reporting agency for quality assurance survey or research purposes only;
- In order to comply with a governmental agency or court order;
- If you give us your written permission;
- Pursuant to our Privacy Policy; or
- Other situations as noted in this Agreement, or at our sole discretion.

J. Service Limitations

We reserve the right to refuse to pay any Payee to which you may direct a payment, at our sole discretion. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to pay any payments which are prohibited under this Agreement, such as tax or court-related payments or payments outside the United States and its possessions or territories. We will refuse any transactions that may violate applicable laws or regulations.

The following payment types are prohibited through Bill Pay:

- Tax payments;
- Court-ordered payments;
- Payments that violate applicable laws or regulations;
- Payments to Payees outside of the United States or its possessions or territories;
- Other categories of prohibited Payees that we may establish from time to time; and
- Payments to Payees in excess of \$7,500.00.

K. Suspension and Termination of Service

In the event you wish to discontinue usage of Bill Pay, you must contact the EXC at least ten (10) Business Days prior to the actual service discontinuation date. We reserve the right to temporarily suspend Bill Pay in the event that there are insufficient funds in your account to pay your scheduled bill payments.

7. Zelle®

Your use of the Zelle® Services is subject to this Agreement, together with other agreements or disclosures you may receive from us, including, without limitation, the Zelle® Terms of Service and your Membership and Account Agreement.

While using Zelle®, to use the QR Code feature, with your prior permission, we may collect or access pictures and other information from your device's Contacts, Camera, and Photos. Any information collected is used to provide features of the Zelle® service or to improve and customize the user experience. The information may be uploaded to our servers

or it may be simply stored on your device. You can enable or disable access to this information at any time, through your device settings.

8. Card Management

A. Service Description

The card management feature is offered by us for use by our cardholders. The card management feature is intended to allow you to initiate certain payment card related activities for your enrolled Civic card(s) via the card management feature. Those activities may include the ability to but not limited to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off (“Controls”)
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases (“Alerts”)
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Report your card as lost or stolen
- Review your spending by merchant type or by month
- View a list of merchants storing your card information for recurring or card-on-file payments

By using any card management features, you agree to the terms of the Control+ Privacy Policy.

You agree to allow us to communicate with you via push notification, SMS or email, with respect to the activities performed via the card management feature. Data fees may be imposed by your mobile provider for the transmission and receipt of messages and Alerts.

We reserve the right to send administrative and service notifications via emails or SMS messages to the email address or phone number provided upon enrollment in the card management feature.

B. Availability and Interruption

You acknowledge that the actual time between occurrence of an event (“Event”) triggering a selected Control or Alert and the time the notification of such event is sent to your mobile device (“Notification”) is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which you are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, “Commands”) are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to your mobile device in all areas.

If you registered to receive Notifications to your mobile device, the card management feature is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. We do not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant’s registered address.

You acknowledge and agree that neither we nor our service providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of our control. You acknowledge that neither we nor our service providers shall be liable to you if you are

unable to receive Notifications on your mobile device in your intended area. We disclaim all liability for any delays, mis-delivery, loss, or failure in the delivery of any Notification; and any form of active or passive filtering.

C. Digital Issuance Terms and Conditions

These Digital Issuance Terms and Conditions (“Digital Issuance Terms”) apply when you choose to add your digital Civic debit card to a third-party mobile payment system or digital wallet such as Apple Pay, Samsung Pay, Android Pay, or Google Wallet (a “Digital Wallet”). These are the terms and conditions on which we will provide, and you may use the Digital Issuance Service (“Digital Issuance Service”). When you add a Civic debit card to a Digital Wallet, you agree to these Digital Issuance Terms.

You can add an eligible Civic debit card to the Digital Wallet by following the instructions of the Digital Wallet provider. Only Civic debit cards that we indicate as eligible may be added to the Digital Wallet. If your Civic debit card or underlying account is not in good standing, that debit card will not be eligible to enroll in the Digital Wallet. When you add a Civic debit card to the Digital Wallet, the Digital Wallet allows you to use the debit card to enter into transactions where the Digital Wallet is accepted. The Digital Wallet may not be accepted at all places where your Civic debit card is accepted.

Your other Civic debit card terms and account terms will continue to apply when you add your card to the Digital Wallet. Any limits we place on the frequency or dollar amount of your card transactions will also apply to Digital Wallet transactions. The Digital Wallet simply provides another way for you to make purchases with the Civic debit card. Any applicable fees and charges that apply to your Civic debit card or underlying account will also apply when you use the Digital Wallet to access your debit card. We do not charge you any additional fees for adding your debit card to the Digital Wallet or using your Civic debit card in the Digital Wallet. The Digital Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. You agree and acknowledge that you are responsible for paying third-party fees associated with using the Digital Wallet. Your use of the Digital Wallet is also subject to applicable agreements or terms of use with your mobile device provider or other third parties.

You agree to indemnify, defend and hold us harmless from and against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including any attorneys’ fees) that arise out of or are based upon (i) the failure of you, any Digital Wallet, or any Digital Wallet service provider to conform to applicable law, (ii) the negligence or intentional action or inaction of you or any Digital Wallet service provider, (iii) any breach by you of any term, condition, warranty, representation or any other portion of these Digital Issuance Terms, or (iv) any breach by you or any Digital Wallet service provider of any term, condition, warranty, representation or any other portion of any Digital Wallet agreement. Your indemnification obligations set forth herein shall survive termination or expiration of these Digital Issuance Terms.

We are not the provider of any Digital Wallet and are not responsible for providing the Digital Wallet service to you. We are responsible for supplying information securely to the Digital Wallet provider to allow the debit card to be used in the Digital Wallet. We will exchange information with the Digital Wallet provider to process transactions initiated using the card in the Digital Wallet. We are not responsible for any failure of the Digital Wallet, or the inability to use the Digital Wallet for any transaction. We are not responsible for the performance or non-performance of the Digital Wallet provider or any other third parties regarding any agreement you enter into with the Digital Wallet provider or associated third-party relationships that may impact your use of the Digital Wallet. You are solely responsible for the transactions processed using your card through a Digital Wallet, including the completeness and accuracy of the information entered.

9. Mobile Deposits

A. Service Description

Mobile Deposit is a service in which Eligible members can transmit an electronic (digital) image of a paper check using the camera in a mobile device to make a deposit into a compatible Civic account (the “Mobile Deposit Service”).

B. Definitions

Approved Item means any paper check that successfully passes our verification process. This includes, but is not limited to, paper checks with the proper endorsement, MICR line information, payee name and address, signature, date, and any other factors as deemed necessary by us.

Mobile Deposit means the electronic (digital) image of a paper check deposit made by a member via their Mobile Device.

Mobile Device means an electronic device such as cell phone, tablet, or smartphone that has a camera, sufficient storage, and the ability to access the internet and download applications.

Substitute Check means a paper check which is converted to an electronic (digital) image and can be used just as the original check.

Unapproved item means any paper check that fails our verification process or is rejected for any reason in our sole discretion.

C. Eligibility and Enrollment

To use the Mobile Deposit Service, you must comply with the following guidelines:

- Have a membership account with us that is in good standing (“Good standing” to be determined by us in our sole and absolute discretion);
- Be registered and enrolled in Mobile Banking Services; and
- Use a working and supported Mobile Device with sufficient capacity and capability to take pictures, with access to a supported browser, and the ability to download and update applications.

D. Mobile Deposits Processing

i. Permitted Deposit Items

You may only use the Mobile Deposit Service to deposit original items drawn on financial institutions in the United States and in U.S. dollars, such as:

- Personal checks
- Cashier's or official bank checks
- Certified checks
- Federal Reserve Bank checks
- Federal Home Loan Bank checks
- State or local government checks
- U.S. Treasury checks
- Business or payroll checks
- Other items in our sole discretion

ii. Prohibited Deposit Items

The following are examples of items that are not permitted to be deposited via the Mobile Deposit Service and will not be processed:

- Cash, bonds, or non-negotiable items
- Checks that have been altered, post-dated, stale-dated, or are incomplete
- Checks drawn on a foreign financial institution or in a foreign currency
- Checks that do not have a payor signature or are not endorsed
- Third-party, starter kit, or traveler's checks
- Other items in our sole discretion

iii. Deposit Limitations

Items deposited in any one day that are in excess of the maximum daily deposit limit are subject to verification and potential rejection in our sole discretion.

iv. Endorsements

All checks deposited through the Mobile Deposit Service must be endorsed with the words “for Mobile Deposit Only at Civic FCU” followed by your signature. Checks deposited without this endorsement will be returned for proper endorsement and may delay availability.

v. Deposit Approvals

Your account will be temporarily credited only upon our acceptance of your Mobile Deposit. Only upon our approval and completed processing of your Mobile Deposit will funds become available for withdrawal. All Mobile Deposits are subject to our Funds Availability Policy.

vi. Documentation of Deposits

Documentation of Mobile Deposits will be reflected on periodic statements provided by us.

vii. Mobile Deposit Cut-off Time

You may perform a Mobile Deposit transaction at any time. However, only Approved Items deposited by 4:00 PM ET may be processed. Any items deposited after 4:00 PM ET may be processed on the following Business Day.

viii. Extended Check Holds

We reserve the right to place an extended hold on any check we receive at any time. You will be notified of any delays. We reserve the right to fully reject any Mobile Deposit item. Please refer to the Funds Availability Policy for detailed information and information on potential delays in funds availability.

ix. Deposit Item Retention

You agree to securely store and provide limited access to original check item(s) for a minimum of 7 calendar days after deposit. If requested by us, you will promptly (but not more than 10 Business Days) provide the original or copy of the original check if needed to clear the item or to resolve any claims by third parties.

x. Fees

Applicable standard deposit account fees will apply. Refer to our Fee Schedule for a complete list of applicable fees. You are responsible for any and all fees that may be assessed by your telephone or internet service provider. If any check is returned to us for any reason, you authorize us to debit or offset the amount of the item from any of your accounts and assess any fees per our Fee Schedule.

xi. Access and Security

All users must have valid Login Credentials and are subject to Multi-Factor Authentication or layered security in order to verify identity. You agree to be solely responsible for maintaining and securing your Login Credentials.

xii. Your Representations and Warranties

You warrant and represent that any check image transmitted through the Mobile Deposit Service is true, accurate and without alterations. You also warrant and represent that the information on the check, including but not limited to the payee, amount, signature, and endorsements, is legible, genuine, and accurate.

xiii. Availability of Service

You understand that at times, and without prior notice, the Mobile Deposit Service may become temporarily unavailable either due to system maintenance, or security or technical difficulties that are beyond our control. During this time, you may utilize any of our other deposit channels to process your deposit.

We reserve the right to terminate the Mobile Deposit Service in the event of abuse, fraud, negligence, repeated returned deposits or other activity that we deem unlawful or harmful.

10. Error Resolution

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. In the event of a conflict between the terms of this Agreement and any verbal representation or interpretation by one of our employees, the terms of this written Agreement shall control.

If you have questions about any of your electronic transactions or suspect there is an error or issue, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, contact us no later than 60 days after we sent the FIRST statement on which the suspected problem or error occurred and provide us with the following information:

- Your name and account number (if any);
- A description of the suspected error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error.

If you provide the information above to us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to investigate, we will 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 may not credit your account.

For suspected 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 credit your account for the amount you think is in error.

With three (3) business days of completing our investigation, we will inform you of the results. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

11. Miscellaneous

A. Use of Content that You Provide

You are licensing to us and our service providers any Content that you input in or provide through or to the Service. We and our service providers may use, copy, modify, display, distribute and create new material using such Content to provide the Service to you and, to the extent applicable, you grant us a license to do so. By submitting Content, you represent and warrant that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, we and our service providers may use the Content for the purposes set out in this Agreement. As between us and our service providers, we own your confidential account information.

B. Proprietary Rights

You acknowledge and agree that we or our service providers own all rights in and to the Services. You are permitted to use the Services only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile any aspect of the Services, content, materials or information delivered to you through the Services, or technology. You are permitted to use content, data, or any other information delivered to you through the Services only on the Services.

C. No Unlawful or Prohibited Use

As a condition of using the Services, you warrant to us that you will not use them for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation.

You further warrant and represent that you will not use the Services in any manner that could damage, disable, overburden, or impair the services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials, data or information through any means not intentionally made available or provided for your use through the Services. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

D. Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF ALL SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. WE AND OUR SERVICE PROVIDERS MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, IN CONNECTION WITH THE SERVICES AND ALL INFORMATION, PRODUCTS OR OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SERVICES.

WE AND OUR SERVICE PROVIDERS MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (IV) USERS COMMUNICATIONS OR PERSONALIZATION SETTINGS WILL CONTINUE TO BE STORED AT ALL TIMES; (V) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (VI) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

FURTHER, WE ARE NOT RESPONSIBLE FOR FAILURES, PROBLEMS OR DELAYS ASSOCIATED WITH ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECTION HARDWARE, SOFTWARE, OR EQUIPMENT, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, THE UNAVAILABILITY OF INTERNET ACCESS, INTERNET SERVICE PROVIDERS, INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, DATA TRANSMISSION FACILITIES OR ANY OTHER FAILURES, PROBLEMS OR DELAYS THAT YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

E. Limitation of Liability

YOU AGREE THAT NEITHER WE OR OUR SERVICE PROVIDERS NOR ANY OF OUR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON ANY WARRANTY OR ANY OTHER LEGAL THEORY, EVEN IF WE OR OUR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) ANY INACCURACY OF ANY INFORMATION RETRIEVED BY US; (III) THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES; (IV) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES; (V) UNAUTHORIZED ACCESS TO OR LOSS OR ALTERATION OF YOUR TRANSMISSIONS OR DATA OR A BREACH OF SECURITY; (VI) STATEMENTS OR CONDUCT OF ANYONE ON OR WITH ACCESS TO THE SERVICES; (VII) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD-PARTY ACCOUNT PROVIDER SITE, EVEN IF THE THIRD-PARTY ACCOUNT PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (VIII) ANY OTHER MATTER RELATING TO THE SERVICES.

IN NO EVENT SHALL OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS, IN AGGREGATE, EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH THE SERVICES.

THIS AGREEMENT SETS FORTH OUR ENTIRE LIABILITY TO YOU. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM

THE DOWNLOAD OF SUCH MATERIAL OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

F. Indemnification

Except and only to the extent that such obligations may be limited by law, you agree to indemnify, defend and hold harmless us, our service providers, and our affiliates, and each of our respective officers, directors, employees, consultants and agents from any and all third party claims, liability, damages, expenses or costs (including, but not limited to, attorneys' fees) arising from: (i) your use of the Services, including but not limited to any Content provided by you; (ii) our reliance on the information, instruction, license or authorization provided by you pursuant to this Agreement; (iii) your violation of the terms of this Agreement; (iv) the performance or non-performance of any other financial institutions; (iv) your infringement, or infringement by any other user of your account, of any intellectual property rights or any other rights of any person or entity; and (v) your fraudulent or unlawful conduct.

You agree that our service providers are third party beneficiaries of the above provisions, with all rights to enforce such provisions as if the service providers were a party to this Agreement.

G. No Waiver

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by our officer. A waiver of our rights or remedies on any one occasion shall not be construed as a waiver on future occasions. No delay or omission in exercising any of our rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

H. Assignment

We may assign our interest in this Agreement to our successors, or to any direct or indirect subsidiary. However, you may not assign or transfer this Agreement. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

I. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (to the extent not preempted by Federal law), without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of the Agreement will continue to be in full force and effect.

J. Headings

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

K. Miscellaneous

This Agreement constitutes the entire agreement between you and us concerning the subject matter hereof. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be deemed severable and the other provisions will remain effective and enforceable.