

# **Business Online & Mobile Banking Service Agreement and Disclosure**

---

Effective May 18, 2021

## **TABLE OF CONTENTS**

- A. Introduction
- B. Definitions
- C. Online Banking
- D. Mobile Banking
- E. eStatements and eNotices
- F. Transfers
- G. BillPay
- H. Mobile Deposits
- I. Business Administration and Multi-User Access
- J. Online Credit Card Services
- K. Account Aggregation
- L. Error Resolution
- M. Limits of Liability

## **A. Introduction**

This Business Online & Mobile Banking Service Agreement and Disclosure (the “Agreement”) describes Your rights and obligations as a user of Civic’s Online and Mobile Banking Service (the “Service”), and the rights and obligations of Civic Federal Credit Union.

Please read this entire Agreement carefully before using the Service. We recommend that You print a paper copy of this Agreement and any communication You receive from Civic and retain a copy for Your records.

Mobile and Online Banking Service is offered to adults and to minors who are joint on an account with an adult 18 years of age or older. You must have a valid and up-to-date email address and have an Eligible Account. By using Mobile and Online Banking, you represent that you meet these requirements and that you agree to comply with all terms and conditions of this Agreement.

We may, at any time, and at our sole discretion, make changes to the Service and to this Agreement, provided, however, that we will give You prior notice of any changes, as may be required by applicable laws and regulations. Use of the Service after any such changes, constitutes Your agreement to the changes.

### **Other Agreements with Us**

In addition to this Agreement, You may have a separate agreement for each of Your Eligible Accounts and Online Financial Services. Those agreements will continue to apply to each of those accounts or services.

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 Eligible Account or Online Financial Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency.

Additional provisions regarding online services or features that appear in another agreement covering Your Eligible Account or Online Financial Service, but not in this Agreement, will apply. This general rule applies provided the two following provisions: If another agreement You have with us includes terms that address the Online Access Process, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address the Online Access Process. Also, the original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with the reference to and by interpreting the English version.

## **B. Definitions**

**Authorized Representative** A person with authority to take action or make decisions on behalf of another person with respect to an Eligible Account or an Online Financial Service. This definition includes any person who may (i) manage or administer an Eligible Account or an Online Financial Service, or (ii) authorize another person to access an Eligible Account or Online Financial Service.

**Business Days** are Monday through Friday, excluding holidays.

**Civic (the “Credit Union”)** refers to Civic Federal Credit Union and includes any directors, officers, employees, contractors, agents or licensees. Additionally, the words “the Credit Union”, “we”, “us”, “our” and any other variation thereof, refer to Civic Federal Credit Union.

**Communication Delivery and Receipt** All Service 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.

**Content** refers to 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.

**Electronic Communications (“Communication(s)”)** refers to this Agreement and any amendments, modifications or supplements, emails, text messages, web page content and any other information as it relates to the Service. It may also include any initial, periodic, or other disclosures and notices provided in connection with the Service, including without limitation those required by Federal or state law and any member account or services communications, including, without limitation, communications with respect to claims of error or unauthorized use of the Service.

**Eligible Account** as defined in the Membership and Account Agreement.

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

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

**Inactivity** – Your online and mobile account access will be designated as inactive if You do not access or perform a transaction in the Service for more than 90 calendar days.

**In Writing** - All Communications, sent by either You or us, in either electronic or paper format will be considered to be “in writing.” 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 Service.

**Login Credentials** are Login IDs, passwords, Multi-Factor Authentication (“MFA”), challenge questions, and/or other requirements that You must employ to gain access to any components of the Service.

**Experience Center Team (“ECT”)** refers to the live support services we offer to Civic members. ECT can be reached via phone at (844) 772-4842 on Monday through Friday from 8:00 a.m. – 6:00 p.m. ET (excluding applicable Federal or Credit Union holidays), or via Secured Message via the Service.

**Mobile Banking Service** refers to any/all mobile banking services accessed via Your supported mobile device. This may include account information, savings goals and budgets, bill payment, mobile deposits, transfers, ATM locator services, or other services.

**Online Banking Service (the “Service”)** refers to any/all online banking services accessed via the Civic website with Your Login Credentials.

**Secure Message** refers to the secured email messages delivered to and received from You and us once logged into the Service.

**You or Yours** refers to the Eligible Member using the Service.

## **C. Online Banking**

### **Description**

The Service provides Eligible Members the ability to conduct financial transactions on their eligible Credit Union accounts 24 hours a day, seven days a week (subject to the routine maintenance and other factors set forth in this Agreement), with access to the Internet, use of valid Login Credentials and authentication of member identity. The Service utilizes industry-standard encryption and information security protocols.

### **Eligibility and Enrollment**

Any Eligible Business or Organizational Member may enroll in and use the Service.

## **Terms and Conditions**

### **Access and Security**

All users of the Service must have valid Login Credentials and are subject to Multi-Factor Authentication and/or layered security in order to verify the identity of the Eligible Member to access and conduct authorized financial transactions to/from account(s) within the Service.

If a password or challenge question response 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 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. A person working for or acting on behalf of Civic will not, for any reason, ask for Your password at any time. You must notify us immediately by contacting the ECT if You believe the confidentiality or security of Your Login Credentials has been compromised.

### **Hardware and Software Requirements**

In order to use the Service, You must have a personal computer, 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;
- 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.

### **Notifications and Secure Messages**

Notifications may be processed once a day, 365/366 days a year, as applicable, and are delivered via secured email, push notification or text message. You can establish alert notifications from within the Service. 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 Service, which may include attachments when necessary. We will respond to all 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 and/or Secure Messages for reasons that are outside our control.

## **Termination of Service**

We reserve the right to suspend or terminate access to any feature of and/or the entire Service at any time and without prior notice including, without limitation, if we, in our sole judgment, believe You have engaged in or conducted activities that violate any of the terms of this Agreement or the rights of the Credit Union, or if You provide us with false or misleading registration or account information or interfere with other users or the administration of the Service.

Neither termination nor discontinuation of Your use of the Service shall affect Your liability or obligation under this Agreement. Incidents of transactions that are returned for a closed and/or invalid account and repeated incidents of non-sufficient funds may result in termination.

## **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 on Monday through Friday from 8:00 a.m. – 6:00 p.m. ET, send us a Secured Message via the Service, or mail us at Civic Federal Credit Union, 3600 Wake Forest Road, Raleigh, NC 27609.

## **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, such as completing a request for an electronic transfer; or

- In order to verify the existence and condition of an account for a third party, such as a credit bureau or merchant; or
- In order to comply with a government agency or court orders; or
- If the Credit Union has written permission; or
- Pursuant to the Credit Union's Privacy Policy

You understand and agree that, in order to provide the Service, it is necessary for us to access third party websites and databases containing information regarding You and/or Your accounts (collectively, the "Databases") and Your Third Party Accounts (as defined in Section D.4 below), to retrieve information as requested or authorized by You. By using the Service, You agree to 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.

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 rights.

For as long as You are using the Service, You give to us a limited power of attorney and appoint us 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, 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.

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 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 Civic, its affiliates and partners shall be entitled to rely upon the foregoing authorization, agency and power of attorney granted by You.

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

- Civic's access to the Third Party Accounts;
- Civic's retrieval of or inability to retrieve information from the Third Party Accounts;
- 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.

The Civic website may contain links to third party sites ("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 the Civic Privacy Policy

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.

## **Amendments**

We reserve the right to change the terms under which the Service is offered in our sole discretion at any time. However, we will notify You of any material changes to these terms as may be required by applicable laws or regulations.

If an immediate change in the terms and conditions is necessary for security reasons, these terms and conditions 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.

You agree that if You continue to use the Service after we notify You of any change, You thereby accept the changes to the terms and agree to be bound by this Agreement, as amended.

Further, we may revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

### **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. In order to provide the Service, we must obtain from You certain personal information regarding Your accounts and financial relationships at the time of enrollment.

We will collect only such information as You knowingly provide to us or specifically authorize us to obtain on Your behalf. Our priority is to keep this information secure and to use it only as You authorize us. This information is necessary to create Your user profile, which allows You to access the Service.

## **D. Mobile Banking**

### **Service Description**

Eligible Members can enroll in Mobile Banking, which allows You to access Your 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, BillPay, mobile deposits, transfers, and ATM locator services.

Please refer to the corresponding sections of this agreement for Terms and Conditions for use of Mobile Banking services.

We are not responsible for fees or charges from Your mobile phone/device provider. Wireless carrier fees may apply.

## **E. eStatements and eNotices**

### **Service Description**

eStatements and eNotices refers to a service where You can obtain, view, print or copy/download periodic (monthly) statements and applicable account notices online.

Statements and notices are available for a period of the most recent 84 months. You can request paper statements if necessary for a fee (refer to the Credit Union Fee Schedule). Each month (and every day that a new notice is available), a notification will be sent advising of the availability of a statement or notice.

### **Consent to Online Delivery of Account Statements and Notices**

You affirmatively consent to receiving statements and notices online. This means that You agree to permit us to provide disclosures, eStatements and eNotices, and any other applicable account notifications in electronic form, instead of or in addition to providing such statements and notices and disclosures in other form.

If You would prefer to receive statements and notices by conventional mail only, You may unsubscribe either via online banking or by contacting us. It may take as long as 45 business days from our receipt of notice of cancellation for You to receive the next monthly printed mailed statement, with all subsequent printed and mailed statements arriving monthly thereafter. If You elect to receive printed statements, You will be charged a fee as described in our Fee Schedule.

### **Terms and Conditions**

#### **Access and Security**

Access to Online Statements and Notices will be by means of Your Login Credentials for the Service.

#### **Hardware and Software Requirements**

To open and view eStatement or eNotices or any other document sent by us, Your computer/device must be able to receive, present and store documents in portable document format (PDF). The latest version of Adobe Reader® software that will enable You to open and view PDF documents can be downloaded at [adobe.com](http://adobe.com).

BY AGREEING TO ACCEPT STATEMENTS AND NOTICES ONLINE, YOU REPRESENT AND DEMONSTRATE THAT YOU HAVE THE NECESSARY EQUIPMENT AND SOFTWARE TO VIEW, ACCESS, READ, DOWNLOAD, PRINT AND STORE THE ESTATEMENTS AND ENOTICES.

#### **Notifications**

Email or Secure Message is the primary communication method for this service. Therefore, You must notify us of any change in Your email address. We are not responsible for requests not received. If an email address becomes no longer valid, notifications will not be received, nor will paper statements or any applicable notices to the mailing address on record.

## **F. Transfers**

### **Service Description**

This Agreement describes the various types of transfers that are available within the Service and the rights and responsibilities concerning these transactions, including rights under the Electronic Funds Transfer Act.



Transfers through the Service that affect savings accounts are subject to the Federally-mandated limitations on withdrawals and transfer transactions described in the "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.

### **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."

### **Transfers between Civic Accounts and Other U.S. Financial Institutions ("External Transfers")**

External transfers refer to transfers made to/from Your Third Party Accounts at another U.S. financial institution and preauthorized debits and credits initiated by You. They are processed through the Automated Clearing House (ACH) on Business Days and may take up to 3 (three) business days to process.

Automated Clearing House 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.

### **External Transfers Definitions**

**Draw Account** refers to the account that funds will be withdrawn from.

**Receiving Account** refers to the account that funds will be deposited into.

**Send Date** refers to the date the transfer is requested to be sent.

**Third Party Account** refers to Your account at another U.S. financial institution, referenced through this Service.

### **External Transfers Terms and Conditions**

In order to initiate transfers to/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 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. Civic reserves 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/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 for the account types offered by us are stated in the "Truth-In-Savings and Other Account disclosures" apply (e.g., number of monthly transactions allowed on a particular account) and You hereby acknowledge and agree that they are incorporated herein by reference.

### **Cancellation of External Transfers**

Future-dated and recurring external transfers may be cancelled as long as they are cancelled prior to the Send Date.

### **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.

### **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 and/or invalid account, external transfers 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 it and we will not access Your Third Party Accounts thereafter for any reason.

### **Fees for External Transfers**

You may be subject to Civic fees or fees from other institutions for incidents of insufficient funds or other miscellaneous fees associated with any external transfer. Refer to the Credit Union 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/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 at the Credit Union and/or take any means necessary to collect the fees.

### **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, contact ECT immediately to protect Your rights and limit Your potential liability.

## **G. BillPay**

### **Service Description**

You may pay bills via the BillPay Service by electronic means or paper check based on availability to eligible payees located in the United States within established BillPay Service 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.

### **Definitions**

**Payee** refers to the vendor/biller, person or entity to which You wish a bill payment to be directed.

**Payment Instructions** refers to the information provided by You for a bill payment to be made to Your Payee (e.g., payee name, account number, payment amount, and/or payment date).

**Payment Account** refers to Your 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 Service** and **BillPay Service** refer to the BillPay Service.

**Deliver On Date** refers to the date in which Your bill payment transaction will be delivered to Your chosen Payee and Your account will be debited.

**Send On Date** refers to the Business Day of Your choice upon in which You want Your bill payment to be made and the date Your payment will be processed.

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

**Stop Payments** refers to a request by You to have the Credit Union stop payment on a share draft or check, preauthorized electronic funds transfer, or an electronic draft/check conversion transaction.

By providing the BillPay Service with the payee names and account information, You authorize the BillPay Service to follow the Payment Instructions that it receives from You. When a Payment Instruction is received by the BillPay Service, 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.

### **Payment Processing**

Payment will be made to Your Payee either electronically via the Automated Clearing House (ACH) or by paper check. The method of payment depends upon the processing method that can be accommodated by the Payee (e.g., 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 BillPay 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 e-bills 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.

### **eBills (Electronic Bills)**

By enrolling in eBills, You are authorizing the Payee/biller that offers this option to transmit Your bill and are authorizing us to display Your bill within the Service. Important: 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 types of eBills, direct and in-direct, which may have different setup requirements based upon what the individual Payee. Direct eBills do not require any payee website login information. For indirect eBills, the BillPay service collects login credentials to the Payee site during the eBill setup process.

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

You authorize us to provide Your email address and other required information to each Payee-biller 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 by the Payee-biller, including as all may be updated from time to time.

### **Stopping or Modifying Online BillPay 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 ECT. 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/all modifications to payments, payees, etc.

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 the fault lies with the member. There may be other exceptions deemed applicable by us.

### **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.

## **Terms and Conditions**

### **Payments and Payees**

You are responsible for all bill payments authorized through use of Your Login Credentials. If You do permit other persons to use the BillPay Service by providing Your Login Credentials in violation of this Agreement, You are responsible for any/all transactions they authorize.

All payments You make through the BillPay Service 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 the 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.

***IMPORTANT:*** 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.

Both a paper and email notice will be sent to You of transactions we are unable to process because of 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. Generally, the BillPay Service is reinstated five (5) Business Days after payment is received from You.

### **Returned Service Transactions and/or Overdrafts of Your Payment Account**

By using the BillPay Service, 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 (e.g., insufficient funds), the transaction may not be completed.

You will receive notice from us in instances of return. In these cases, You agree that normal account fees will be charged to Your account in accordance with our established and published fee schedule. By enrolling for and using the Payment Service 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.

## **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 ONLY 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; or
- Where it is necessary for completing payments; or
- In order to verify the existence and condition of Your Payment Account to a third party, such as a credit bureau or merchant; or
- To a consumer reporting agency for quality assurance survey/research purposes only; or
- In order to comply with a governmental agency or court order; or
- If You give us Your written permission; or
- Pursuant to our Privacy Policy; or
- Other situations as noted in this Agreement, or at our sole discretion

## **Service Limitations**

We reserve the right to refuse to pay any Payee to which You may direct a payment. We will notify You promptly if we decide to refuse to pay a person or entity designated by You. This notification is not required if You attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories, or any other payments which are prohibited under this Agreement.

The following payment types are prohibited through the BillPay Service:

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

## **Suspension and Termination of Service**

In the event You wish to discontinue usage of the BillPay Service, You must contact ECT at least ten (10) Business Days prior to the actual service discontinuation date.

We reserve the right to temporarily suspend the BillPay Service in the event that there are insufficient funds in Your Account to pay Your scheduled bill payments.

## **Fees**

Standard account fees (where applicable) will continue to apply. You are responsible for any and all fees that may be assessed by Your telephone and/or Internet service provider.

## **H. Mobile Deposits**

### **Service Description**

Mobile Deposits 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.

## **Definitions**

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

**Mobile Deposit** refers to the electronic (digital) image of a paper check deposit made by a member via their mobile device.

**Mobile Device** refers to 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** refers to a paper check which is converted to an electronic (digital) image and can be used just as the original check.

**Unapproved item** refers to any paper check that fails our verification process or is rejected for any reason deemed necessary by us.

## **Eligibility and Enrollment**

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

- Have a Credit Union membership account in good standing. ("Good standing" to be determined by the Credit Union in its sole and absolute discretion.)
- Be registered and enrolled in Online & Mobile Banking Service.
- Use a working and supported mobile device with sufficient capacity and capability to take pictures, with access to supported browser (see [Civicfcu.org](http://Civicfcu.org)), and ability to download and update applications.

## **Mobile Deposits Processing**

### **Permitted Deposit Items**

You may only 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/payroll checks
- Other items as per our discretion



The following are examples of items that are not permitted 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 and/or are not endorsed
- Third-party, starter kit, or traveler's checks
- Other items as per our sole discretion

### **Deposit Limitations**

There is a maximum daily deposit limit of \$5,000.00. If more than \$5,000.00 is deposited, these item(s) are subject to verification and potential rejection at our sole discretion.

### **Endorsements**

All checks deposited through Mobile Deposit 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.

### **Deposit Approvals**

Your account will be temporarily credited only upon our acceptance of Your deposit's digital image. Only upon our approval and completed processing of Your deposit will funds become available for withdrawal. All deposits are subject to our Funds Availability Policy.

### **Documentation of Deposits**

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

### **Mobile Deposit Cut-off Time**

You may perform a mobile deposit transaction at any time. However, only approved and verified 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.

### **Extended Check Holds**

The Credit Union reserves the right to place an extended hold on any check we receive at any time. You will be notified by email or mail of any delays. We reserve the right to fully reject any deposit item. Please refer to the Truth-in-Savings Disclosure for detailed information and delays in funds availability.

### **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 and/or to resolve any claims by third parties.

### **Returned Items**

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. Repeated returned deposits may result in the cancellation of Your Mobile Deposit Service.

### **Terms and Conditions**

You agree to the following terms and conditions of use.

### **Access and Security**

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

### **Hardware and Software Requirements**

In order to use Mobile Deposits, You must have a supported mobile device with a supported browser and operating system (see [Civicfcu.org](http://Civicfcu.org)).

### **Errors**

If, for any reason, You believe that a deposit has been processed incorrectly, or received in error, You agree to immediately contact ECT to resolve the matter.

You should closely monitor statements and report any errors or discrepancies to us within sixty (60) days after Your periodic statement has been made available to you. If You do not report an error within this time frame, we will consider the transaction correct and You are prohibited from making any claim against us.

### **Validity of Check Image**

You warrant and guarantee that any check image transmitted through Mobile Deposits is true and accurate and without alterations. You also certify that the information on the check (payee, amount, signature, and endorsements) is legible, genuine, and accurate.

### **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.

### **Termination of Service**

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

### **Fees**

Applicable standard deposit account fees will apply. Refer to the Credit Union Fee Schedule for a complete list. You are responsible for any and all fees that may be assessed by Your telephone and/or Internet service provider.

## **I. Business Member Access and Multi-User Requirements**

## **Service Description**

Account Owners, once authenticated and registered, will have access to the “Business Administration” widget where You can share access to Online and Mobile Banking Services with other members and non-members with a valid email address. The Service will allow You to assign access to Your designated authorized person(s) (“User(s)”) and to select specific functions that each User will be authorized to perform. Each designated User authorized by You will be prompted to establish his or her own log-in credentials. Authorized Users will only be able to see the functions authorized by You for access by that User.

Once invited by You, shared access Users will be required to complete the new user register process for Online and Mobile Banking.

You shall be responsible for:

- (i) Determining whether additional Users should be provided with the access and to which functions;
- (ii) Setting up the authorizations in the Service;
- (iii) Assigning and, when necessary or appropriate, resetting user IDs and passwords for a User; new Users will be prompted to reset their password after their first log-in;
- (iv) Supervising User access to the Online Banking and Mobile Banking Services; and
- (v) Serving as the main contact for receipt of information relating to their account and their Users’ use of Online and Mobile Banking Services.

You understand and agree that You may empower a User to engage in all of the administrative tasks and to access all the same Online and Mobile Banking Services that You may engage in and access. You agree that all actions of You (and such Users as the Account Owner shall designate) with respect to Online and Mobile Banking Services and accessing Your accounts shall be deemed authorized by You. You understand that if assistance from Civic is required for a service initiated by a designated additional user who is not otherwise authorized on the account (i.e., joint owner or authorized signer), You will need to contact Civic directly for assistance.

Civic is not liable for the acts of an authorized person or User who was furnished any Access Device to the Member’s account by the Member, unless the Member has notified Civic that transfers by that person are no longer authorized, as the law states in 12 C.F.R. § 1005.2(m)(1) and § 1005.6. Member acknowledges that “Access Device” means a card, code, or other means of access to a Member’s account, including, but not limited to, the log-in information to access the Member’s Civic account under this Shared Access provision.

## **J. Online Credit Card Services**

### **Service Description**

Members with valid Civic credit cards can view and manage any/all credit card accounts. Upon completion of the enrollment process for this service, including acceptance of this Agreement, You will have access to all available options.

### **Communications**

Communication regarding Your credit card account with us may be provided to You through the electronic statement or through traditional (paper) methods.

We offer You the option to receive monthly credit card billing statements electronically via email. If You enroll in eStatements/eNotices, You agree to provide and maintain a valid and functional email account which we will use to contact You regarding Your billing statement. If the email account You have on record with us changes, You must update our records as soon as possible.

Once You sign up to receive Your credit card statement online, paper statements will no longer be sent. It may take up to two additional billing cycles for paper statements to be fully discontinued. You may choose to discontinue electronic statements and return to paper statements at any time. Fees may apply.

If a statement is needed, it may be downloaded anytime from the Service or You may contact us. A fee may be assessed for a statement copy. Refer to the Credit Union Fee Schedule for a list of fees.

## **K. Account Aggregation**

### **Provide Accurate Information**

You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

### **Proprietary Rights**

You are permitted to use content delivered to you through the service only on the service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the service.

### **Content You Provide**

You are licensing to your financial institution and its service providers, including Yodlee, Inc. ("Service Providers"), any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the service. Your financial institution and its Service Providers may use, modify, display, distribute and create new material using such Content to produce the service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, your financial institution and its Service Providers may use the Content for the purposes set out above. As between your financial institution and its Service Providers, your financial institution owns your confidential account information.

### **Third Party Accounts**

By using the service, you authorize your financial institution and its Service Providers to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant your financial institution and its Service Providers a limited power of attorney, and you hereby appoint your financial institution and its Service Providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in our name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, 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 such activities, as full to all intents and purposes as you might could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted to you. You understand and agree that the service is not endorsed or sponsored by any third party account providers accessible through the service. 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 username and passwords.

### **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### **NO WARRANTY**

YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE 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 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 YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

#### **LIMITATION OF LIABILITY**

YOU AGREE THAT NEITHER YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL 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 YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE.

#### **Indemnification**

You agree to protect and fully compensate your financial institution and its Service Providers and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

You agree that the 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.

## **L. Error Resolution**

In the event of a dispute regarding the Service, You and Civic 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 Civic which supersedes any proposal or prior agreement, oral or written, and any other communications between You and Civic 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.

In case of errors or questions about any of Your electronic transactions, or 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.

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

(2) Describe 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.

(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 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 do this, 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.

We will tell You the results within three business days after completing our investigation. If we decide that there was no error, we will send You a written explanation. You may ask for copies of the documents that we used in our investigation.

## **M. Liabilities**

### **Use of Content**

Subject to our Privacy Policy You agree that we may use, copy, modify, display and distribute Content in order to provide the Service and, to the extent applicable, You hereby give us a license to do so.

### **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 a Credit Union officer. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **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.

### **Captions**

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

### **Assignment**

You may not assign Your accounts or this Agreement to any other party.

### **No Unlawful or Prohibited Use**

As a condition of using the Service, You warrant to us that You will not use it 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 Service in any manner that could damage, disable, overburden, or impair the services or interfere with any other party's use and enjoyment of the Service.

You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

You agree that we may revoke use of the Service if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the account belonging to You.

Further, You agree that, if we are notified that You have included us in filing of a petition of bankruptcy, we may revoke or refuse to grant You access to the Service.

### **Indemnification**

Except and only to the extent as such obligation may be limited by law, You agree to indemnify, defend and hold harmless Civic, its affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from Your use of the Service, our reliance on the information, instruction, license and/or authorization provided by You under or pursuant to this Agreement, Your violation of the terms or Your infringement, or infringement by any other user of Your account, of any intellectual property or other right of any person or entity.

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or punitive damages of any kind resulting from the use of or the inability to use the Service, any inaccuracy of any information retrieved by us, any breach of security caused by a third party, any transactions entered into based on the Service, any loss of, unauthorized access to or alteration of a user's transmissions or data or for the cost of procurement of substitute goods and services, including but not limited to, damages for loss of profits, use, data or other intangibles, whether in an action in contract or tort or



based on a warranty or any other legal theory, even if we had been advised of the possibility of such damages. Further, in no event shall our liability and the liability of our affiliates and third parties, in aggregate, exceed the amounts paid by You for the services provided to You through the Service.

### **Proprietary Rights**

You acknowledge and agree that we own all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile any of our service or technology.

### **Disclaimer of Warranty**

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, IN CONNECTION WITH THE SERVICE PROVIDED UNDER THIS AGREEMENT.

Further, we make no warranty or representation regarding the results that may be obtained from the use of the Service, the accuracy or reliability of information retrieved by us from the third party accounts or that the Service will meet any user's requirements to be uninterrupted, timely, secure, or error free.

We are not responsible for failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, bugs, errors, configuration problems or incompatibility of computer hardware or software, failure or unavailability of Internet access, problems with Internet service providers, problems or delays with intermediate computer or communications networks or facilities, problems with data transmission facilities, Your telephone service or any other problems You experience due to causes beyond our control.

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS-IS." WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE 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 AND/OR DATA.

### **Data Retention**

We retain transaction history in the Service for a period of time to be determined at the sole discretion of the Credit Union and/or applicable laws or regulations.

### **Consumer Liability**

You are responsible for all transactions You made online or via a mobile device under this Agreement. If you permit someone else to use an EFT service, your card or your access

code, You are responsible for any transactions they authorize or conduct on any of Your accounts.

Tell us AT ONCE if You believe Your Login Credentials have been lost or stolen, or if You believe that any banking transaction (e.g. electronic funds transfer, BillPay, P2P payment) made online or via a mobile device 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, 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 You could have stopped this activity, You could lose as much as \$500.

You must report any unauthorized withdrawals or transfer(s) that appear on Your periodic statement within 60 days of Civic making available to You the statement 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 60 days and before notice to Civic, and that we establish would not have occurred had You notified us within the 60-day period.

You agree that our rights and remedies arising out of any breach of Your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. 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.

### **Miscellaneous**

You represent and warrant that You are who You claim to be, that the Content You provided is complete and accurate and You are the rightful owner of Your Third Party Accounts. In addition, You represent and warrant that You may rightfully authorize us to access the Third Party Accounts. You understand that we are not responsible or liable if Your financial institution's or any other provider of Third Party Accounts system "goes down" or if they have any system failures and we are unable to retrieve information on Your behalf.

You agree that our rights and remedies arising out of any breach of Your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. 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.

### **Limits of Liability**

This Agreement sets forth our entire liability and Your exclusive remedy. In no event shall we be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including, but not limited to, lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software and/or the Service; and attorney's fees.

We shall not be responsible for any loss or damage caused by our Online and Mobile Banking Service. Nor shall we be responsible for any late fees, direct, indirect or consequential damages arising from the use or maintenance of these Services. SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY.

### **Payments/Transfers**

We will use commercially reasonable efforts to make all Your payments and transfers properly. However, we shall incur no liability if unable to complete any payments initiated by You because of, but not limited to, the existence of any one or more of the following circumstances:

- If, through no fault of ours, 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 Payment Service is not working properly and You know or have been advised about the malfunction before You execute the transaction;
- The Payee/recipient mishandles or delays a payment sent through the Payment Service;
- You have not provided the Payment Service with the correct names, phone numbers, or account information for those payees/recipients to whom You wish to direct payment or transfer funds;
- If the transaction is prevented by the policies, rules or limitations imposed by us, from time to time, such as minimum deposit requirements or verification and collection of deposits;
- Circumstances beyond our control such as, but not limited to, fire, flood, or interference from an outside force prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances;
- Other exceptions set forth in this Agreement or as deemed applicable by us.

### **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 these terms and conditions. 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:

- Member error.

- Member failure to comply with these terms and conditions.
- If Your equipment or software was not working properly and You knew about the malfunction when You started the transaction.
- The Service has been suspended or terminated for cause.
- You have not provided complete or correct information.
- Circumstances beyond our control (e.g. fire, flood or interference from outside sources) prevent processing of the deposit despite reasonable precautions on our part.