

Gesa Credit Union Online Services Agreement

Effective Date: October 16, 2014

Contact Information:

Gesa Credit Union, P.O. Box 500, Richland, WA 99352

509.378.3100; 888.946.4372 toll-free

online@gesa.com

Please read the entire Agreement carefully before enrolling in the Online Services or initiating any transactions.

1. Scope of this Agreement

This Agreement between you and Gesa Credit Union governs your use of our Personal Online Banking, Business Online Banking, Bill Payer, Bill Presentment, Mobile Banking, and Consumer Check Capture (EZ Check Deposit) services. All services may not be available to all members. Online Services permits our Members to perform a number of banking functions on accounts linked to the service through the use of a personal computer, mobile device and the Internet.

2. Accepting the Agreement

After you have carefully read this Agreement in its entirety you will be asked to accept the terms and conditions of this Agreement.

You should print and/or save a copy of this Agreement for your records. If you need a paper copy of this Agreement, you may obtain one at any time by contacting us. Updates to this Agreement will be sent electronically as further described within this Agreement.

3. Definitions

ACH – refers to the creation of debit and credit entries to facilitate the transfer or placement of funds to or from another institution through the Automated Clearing House (ACH) network. The ACH network is a funds transfer system governed by the National Automated Clearing House Association (NACHA).

Agreement – means this Gesa Credit Union Online Services Agreement.

Authorized User – is any individual, whom you allow to use the Online Services or your Password or other means to access your Eligible Account(s).

Bill Payer Service – allows you to authorize the payment of your bills through a 3rd party Service Provider.

Bill Payer Service Provider – refers to the contractor, subcontractor, or provider of our Bill Payer or Bill Presentment Service.

Bill Presentment Service – allows you to request your Billers, typically a company from whom you receive regular bills, to present electronic bills to you through Personal Online Banking or Business Online Banking.

Biller – is the person or entity to which you wish a bill payment to be directed, or is the person or entity from which you receive electronic bills, as the case may be.

Billing Account – is the checking account from which all service fees will be automatically debited.

Business Day – refers to any calendar day other than Saturday, Sunday, or any Holiday recognized by Gesa Credit Union.

Business Day Cutoff – refers to the cut-off time for posting purposes. The cut-off time for most online transactions is based upon our Business Days. For posting purposes, we will process all transactions completed by 6 PM (PACIFIC TIME) on the same Business Day. Typically transactions completed after 6 PM (PACIFIC TIME) will be processed on the following Business Day. Business functions such as ACH and wires may have different business day cutoff time and business members should contact the credit union for service details.

Due Date – is the date reflected on your Biller statement for which the bill payment is due. It is not the late date or grace period.

Eligible Accounts – means any one of your account(s) to which we may allow access through the Online Services under this Agreement. You may request Internet access to any account that you are a signer or owner. If you or your Authorized Users desire features of the Online Services that allow you to initiate bill payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant account.

When using the Online Services, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Online Services.

Member – refers to a natural person who owns an Eligible Account at Gesa Credit Union and who uses the account primarily for personal, family, or household purposes. Member also refers to a business that uses the account primarily for business purposes, or a sole proprietorship.

Mobile Application – is an application that can be downloaded to smart phones or other mobile devices (if permitted) that enable the user to access their Eligible Account with us.

Mobile Banking – provides you the ability to access one or more of the Online Services through the use of a mobile phone or other mobile device. Not all Online Services are accessible through Mobile Banking. Mobile Banking may include access through a Mobile Application or through the Internet if permitted by the mobile device carrier.

Online Services – means Personal Online Banking, Business Online Banking, Bill Payer, Bill Presentment, Mobile Banking and Consumer Check Capture (EZ Check Deposit) and other Online Banking services which may be offered by Gesa Credit Union through its Service Providers.

Password – means your password that is known solely by you, and not by us or our Service Providers, that you use to access Online Services.

Payment Account – is the checking account from which bill payments will be debited. You must be a legal owner of any Payment Account registered for the Online Services.

Payment Estimated Delivery Date – is the estimated date that the Payee will receive payment. This estimated date is not a guarantee that the payment will be posted on this date to your account.

Payment Instruction – is the information provided by you to us or the Service Provider for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and requested Payment Send Date).

Payment Method – The method used to remit funds to the Biller. Funds may be debited from your Eligible Account and sent electronically or a check may be drawn on your Eligible Account and sent to the Biller.

Payment Send Date – For electronic payments, this is the Business Day that funds will be withdrawn from the Eligible Account to send to the Payee. If the payment is sent by the Service Provider by check, then the Payment Send Date is the day the paper check will be sent to the Payee.

Scheduled Payment – is a bill payment that has been scheduled through Bill Payer but has not begun processing.

Service Provider – includes any agent, licensor, independent contractor or subcontractor that we may involve in the provision of Online Services.

Sign-On ID – means an Identification Code used to access Online Services.

You and your – As used within this Agreement, "you" and "your" refer to the person enrolling in the Online Services, owner of the Eligible Accounts as well as any Sub-Users or Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Online Services.

We, us, or our – As used within this Agreement, refer to Gesa Credit Union and any agent, independent contractor, Service Provider, subcontractor, licensor, designee, or assignee that Gesa Credit Union may involve in the provision of the Online Services.

4. Prerequisites for Enrolling in Online Services

In order to enroll in Online Services:

1. You must have an Eligible Account with us.
2. Your account with us must be in good standing.
3. You must be at least 14 years of age
4. If you enroll for our Bill Payer Services, you must also be a resident of the United States or its possessions.
5. Hardware and Software Equipment Requirements:
 1. We recommend the use of the most current, fully patched, versions of Internet browsers that will support 128 bit encryption.
 2. Internet access through an Internet service provider (ISP)
 3. A printer and/or other storage medium such as a hard drive
 4. An email address for the delivery of electronic notices and disclosures.
 5. You must maintain fully updated anti-virus protection at all times.
 6. Mobile banking, Consumer Check Capture and other mobile services require a remote device such as a mobile phone that carries a data plan, has SMS capability and/or internet access depending on the services utilized. You will need to check with your remote device provider to see if the mobile service is accessible over their network.

Prior to enrolling in Online Services and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access Online Services and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there is a material chance that this will impact your ability to access Online Services, we will give you advance notice of these changes and provide you an opportunity to cancel the Online Services without the imposition of any fees. For more specific hardware and software requirements go to www.gesa.com.

5. Electronic Disclosures and Electronic Activity

You agree to conduct the transactions offered through Online Services by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a web-based electronic interface or email. Each time you use these Online Services and submit information to us, you agree to the online access and acceptance of documents, disclosures and forms.

You further agree that all transactions completed through these Online Services will result in valid and legally binding agreements. You also agree that you have adequate access to a computer with sufficient internet connectivity to conduct these transactions online and can

retain Electronic Communications (as defined below) by printing and/or downloading and saving Electronic Communications related to the Online Services. You acknowledge that you meet the hardware and software requirements to access this service as described in Section 4 above and as further described "electronic services" at link: www.gesa.com.

By selecting the "Accept Terms and Conditions" or "Agree" button you are electronically signing the Agreements related to the Online Services. You specifically agree that any use of a key pad, mouse, or other device to select an item, button, icon or similar act/action, signatures, accessing or making any transactions, or instructions that you provide through this online process are valid and enforceable as your legal signature (hereinafter referred to as "E-Signature"). You acknowledge that your E-Signature legally binds you to the terms and conditions contained in this Agreement and any related documents just as if you had physically signed the same documents with a pen. You also acknowledge and agree that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your Eligible Accounts and that such persons will be bound by the terms of this Agreement.

You agree to receive all legal and regulatory disclosures, documents, records, statements, and other communications associated with any of the Online Services and transactions available through this online process through electronic means including this web-based electronic interface and email ("Electronic Communications").

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other documents may include:

1. Monthly account statements (Not available through mobile applications.)
2. Deposit account disclosures (Not available through mobile applications.)
3. Notices regarding changes in account terms and fees

You must agree to receive Electronic Communications to use any of the Online Services. This will expedite delivery of disclosure changes to you. You may also receive a paper disclosure or a paper copy of the documents described above by contacting us at: Gesa Credit Union 509.378.3100 or toll free at 888.946.4372. Or by email at: online@gesa.com

You should print or save a copy of all disclosures delivered electronically. There is no charge for you to download and print these documents or to request a copy of these documents from us. There may be a charge to receive paper statements if you have previously been provided paper statements.

6. Fees

For fees applicable to any of the Online Services described in this Agreement, please refer to our fee schedule. The fee schedule can be found at www.gesa.com.

There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated

Billing Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your standard deposit accounts will continue to apply. Any applicable fees will be charged regardless of whether Online Services was used during the billing cycle.

You are responsible for any and all fees assessed by your Internet service provider, telephone or mobile device carrier.

7. Enrollment Process

To enroll in Personal Online Banking you can enroll for the service on the Internet or you can enroll in any of our offices. The Internet enrollment process involves completing a secure online application that we will use to verify your identity.

You may enroll for Business Online Banking on the Internet, but you must contact one of our Branch offices to sign an agreement and activate your account access.

When you enroll for the Online Services, you agree to provide true and accurate enrollment information. Our Online Banking coordinators will verify the information you submit for accuracy and proper authorizations.

8. Linked Accounts

When you first enroll in Online Services we will link all of your designated Eligible Accounts to one Sign-On ID. When you open an account or become a signer on a new or existing account, then online access for that account will automatically be added. If you want to limit the accounts linked or the privileges assigned to an account, please contact us or send us a secure message through the Online Services.

If the Eligible Accounts added to the Online Services are jointly held or have multiple signers you agree that access to the information and all transactions initiated by the use of your Sign-On ID and Password are authorized.

9. Account Balances

Information regarding online transactions will be reflected through Online Banking and in your regular monthly account statement(s).

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Online Services may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day cut-off time to be effective on the same Business Day.

The balances within the Online Services are updated periodically and Online Services will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. Online Services will use the most current balance available at the time of a transaction to base our approval for account transfers.

10. ACH items, Transfers and Canceling or Changing Transfers

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us; however, you can edit or change a transfer that is still "pending".

If you need to edit a pending or approved transaction after-cut-off time, please contact us immediately; although in these situations, we may not have sufficient time to stop the transfer from further processing.

Instructions provided to Gesa and others regarding ACH, wires and transfers: For any such transaction in which the Beneficiary, Beneficiary Institution, or any Intermediary Institution is identified both by name and account number, payment by Gesa or any Receiving Institution may be made to the Beneficiary Institution or any Intermediary Institution. Under such circumstances, the ACH, wire or other funds transfer will be deemed duly processed and paid, and you will be responsible for paying Gesa for the amount of any fees established by Gesa in its fee schedule. You bear all risk and liability for ACH, wires and transfers that misidentify the Beneficiary, Beneficiary Institution, or any Intermediary Institution due to inconsistencies between written name and account number.

You agree to be bound by automated clearing house association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403 (a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

Automated Clearing House (ACH) transactions will be processed on the Business Day that you designate as the payment's process date, provided it is submitted prior to the daily cut-off time on that date. The daily cut-off time is 2 p.m. Pacific Time.

Automated Clearing House (ACH) submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (weekends and Federal holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

11. Transaction Limitations

You must have sufficient funds in your account to cover the amount of any online transfers and bill payments on the date the transaction attempts to post, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if bill payments exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized (automatic) electronic funds transfers (EFTs), during a given monthly statement period. Online account transfers, telephone transfers and bill payments are counted toward the six permitted monthly transfers. Please refer to the fee schedule for excessive activity fees that may apply. Federal regulations currently place no limits on the number of transfers or bill payments from your Checking account, therefore we limit the Bill Payer Service to only Checking Accounts.

Some Online Services such as Mobile Banking may not be available outside the United States.

12. Privacy

We understand how important privacy is to our members. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us.

Disclosure of Account Information to Third Parties

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

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

You should read our privacy notice at "www.gesa.com" for additional detail on disclosure of account information before completing the enrollment process for Online Services.

13. Passwords

One of the main security features protecting Online Services is the unique combination of your Sign-On ID and Password. During the enrollment process, you will be asked to select a unique Sign-On ID and Password.

You agree to protect and keep confidential your account numbers, PINs, Sign-On ID, Password(s), or other means of accessing your accounts via the Online Services. You agree to change your Password immediately if you suspect that your Password has been compromised. Our web site at www.gesa.com offers tips on choosing a secure Password.

When you or your Authorized Users accept the terms and conditions of this Agreement, you agree not to give or make available your Password or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested through Online Services using a valid Sign-On ID and Password, including those situations when your Sign-On ID and Password are obtained due to compromise to your computer, mobile phone or other devices. If you permit other persons or entities, including joint account holders, employees and aggregation service providers, to use Online Services with your Password, or other means to access your account, or other online devices are compromised by key stroke logging virus or any other types of malware, you are responsible for any resulting transactions or activities.

If you believe that your Password or other means to access your account has been lost or stolen or that someone may attempt to use or has used your Online Services without your consent, or that any other unauthorized use or security breach has occurred, you must notify us at once during customer service hours. You can also contact us by sending a secure message through Online Services or by calling us at the numbers listed above.

You agree that we may send notices and other communications, including Password change confirmations, to the current email or other address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

Neither this Institution nor its Service Providers will contact you by telephone, email or text message requesting personal information, such as your Sign-On ID, Password, credit card number, ATM Card Number or ATM Pin. If you are contacted by anyone requesting this type of information, do not provide any information and contact our Online Services Coordinators immediately.

14. Your Security Obligations

You are solely responsible for the maintenance, installations, and operation of all software, hardware or other equipment (collectively, "Systems") necessary for you to use the Online Services, INCLUDING, but not limited to, the use of up-to-date web browsers and access devices and the best available encryption, antivirus, antispyware, and internet security software. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks. You acknowledge that you are responsible for data security of the Systems used to access the Online Services, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested the Online Services for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the

Internet or your systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware, or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

Neither Gesa Credit Union nor its Service Providers shall be responsible for any delays, errors, deletions, failures, or disclosure of personal or business account information that may occur as a result of any Virus, Trojan, shared password, or malfunction of your computer or software or your failure to adequately maintain and secure your computer and software.

Occasionally we may post important security notices on our website and/or send security related notices or reminders to Online Banking users; it is your responsibility to read all security notices.

15. Provisions Applicable only to Personal Accounts

1. Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time, or in the correct amount according to our Agreement with you, we will be liable for your direct losses or damages as described and limited below. However, we shall incur no liability if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the limit of your overdraft privileges (if applicable);
2. Online Services and/or the payment processing center is not working properly and you know or have been advised by us and/or our Service Providers about the malfunction before you execute the transaction;
3. You have not provided the Online Services with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
4. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
5. If your computer, software, telecommunication lines were not working properly when you attempted the transfer or bill payment;
6. It can be shown that the Biller received the bill payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
7. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
8. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or

9. Circumstances beyond control of the Online Services, our Service Providers, and us (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.

Provided none of the foregoing exceptions are applicable, if the Online Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, we and/or our Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges not to exceed \$50.

2. Errors and Questions

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

1. Telephone us during business hours;
 2. Contact us by using the secure messaging feature within Online Services;
- or
3. Write to us

If you think your statement is incorrect or you need more information about an electronic transfer or bill payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

4. Tell us your name, relevant account number(s), and Sign-On ID;
5. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
6. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

3. Consumer Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Sign-On ID or Password has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If customers who are Consumers tell us within two (2) Business Days after you discover your Password, Sign-On ID or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your Password, Sign-On ID or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

16. Provisions Applicable only to Business Accounts (other than Sole Proprietors)

1. Liability for Unauthorized Transfers or Payments

You are responsible for all payments and transfers that are authorized using your Online Services Password. You agree that Gesa Credit Union will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: (i) keep your Password secure and strictly confidential, providing it only to authorized signers on your account(s); (ii) instruct each person to whom you give your Password that he or she is not to disclose it to any unauthorized person; and (iii) immediately notify us and select a new Password if you believe your Password may have become known to an unauthorized person. Gesa will have no liability to you for any unauthorized payment or transfer made using your Password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your Password even without receiving such notice from you, if we suspect your Password is being used in an unauthorized or fraudulent manner.

2. Limitation of Liability

We are not liable to you for any errors or losses you sustain in using the Online Services except where we fail to exercise ordinary care in processing any transaction. Our liability in any case shall be limited to the amount of any money improperly transferred from your Eligible Account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to the care or lack of care of either you or us, a failure to report to us any unauthorized transfer, payment or error from any of your accounts within sixty (60) days of our providing or making available to you an account statement showing such unauthorized transfer, payment or error shall relieve us of any liability for any losses sustained after the expiration of such sixty-day period, and you shall thereafter be precluded from asserting any such claim or error.

3. Errors and Questions

In the case of errors or questions about your electronic transfers or payments you should contact us as soon as you can by calling or writing to us at the number or address listed above. We must hear from you no later than sixty (60) days after we sent or otherwise made available to you the FIRST statement on which the problem or error appeared. Failure to so notify us will prevent you from being able to make a claim based on such problem or error. Any errors or reports to us will be investigated and we will inform you of the results of our investigation.

17. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Online Services after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, 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 applications, services, and/or related material and limit access to only the Online Services' more recent revisions and updates.

18. Address, Email, or Payment Account Changes

We will also send you emails and/or secure messages through Online Services regarding important Online Services and bill payment matters and/or changes to this Agreement. You must provide us your current email address in order for us to deliver this information to you. It is solely your responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made either within online banking or by contacting us.

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above. We are not responsible for any

bill payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

19. Service Interruption

You can use Online Services seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. Access to the Online Services may be slower at times due to high Internet traffic or other factors beyond our control. When using the Online Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.

20. Termination, Cancellation, or Suspension

This Agreement will remain in effect until it is terminated by you or by Gesa. You may cancel Online Services at any time by giving thirty (30) days prior written notice to Gesa. Gesa reserves the right to cancel this Agreement and terminate your use of Online Services for any reason, at any time. If we terminate this Agreement, no further transfers or bill payments will be made, including but not limited to any payment scheduled in advance or any preauthorized recurring payments or transfers.

In the event you wish to cancel the Online Services, please call us or send us a secure email through Online Services. Any bill payment(s) that has already processed before the requested cancellation date will be completed by the Bill Payer Service. You will remain responsible for any fees associated with the Online Services prior to the effective cancellation date.

Some of the Online Services have qualification requirements, and we reserve the right to change the qualifications, terminate, or suspend one or all of the Online Services at any time without prior notice. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

If your account(s) is closed or restricted for any reason, or if there has not been any Online Services or Bill Payer activity for a period of 180 days, accessibility will automatically terminate.

After termination or suspension of the Online Services, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Online Services, you must contact us using the above contact information.

21. Indemnification

You agree to indemnify, defend and hold Gesa, its officers, directors, employees, and agents harmless from and against any claim, demand, damage, loss, liability, judgment, costs and expenses (including, without limitation, attorney's fees) of any kind that we may incur in connection with a third party claim or otherwise, arising out of or in any way connected with

the use or performance of the Online Services contemplated by this Agreement, including your use, or the use by anyone using your account number, PIN, Sign-On ID, or Password, or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). You agree that this Indemnification shall survive the termination of this Agreement.

22. Limitation of Liability

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, WE WILL BE LIABLE TO YOU ONLY FOR DAMAGES ARISING DIRECTLY FROM OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSS, DELAY, COST, OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, GOODWILL, USE, OR DATA, ARISING, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM: (A) YOUR ACTIONS OR OMISSIONS, OR THOSE OF THIRD PARTIES WHICH ARE NOT WITHIN OUR IMMEDIATE AND REASONABLE CONTROL (INCLUDING, BUT NOT LIMITED TO, ANY BREACH OF YOUR SYSTEMS, INTERNAL SECURITY OR THE INTERCEPTION, CORRUPTION AND/OR MODIFICATION OF INSTRUCTIONS THAT YOU SEND TO US); (B) YOUR NEGLIGENCE OR BREACH OF ANY AGREEMENT WITH US; (C) ANY AMBIGUITY, INACCURACY OR OMISSION IN ANY INSTRUCTION OR INFORMATION PROVIDED TO US; (D) ANY ERROR, FAILURE OR DELAY IN THE TRANSMISSION OR DELIVERY OF DATA, RECORDS OR ITEMS DUE TO A BREAKDOWN OR TRANSMISSION ERROR IN ANY COMPUTER OR COMMUNICATIONS FACILITY; (E) ACCIDENTS, STRIKES, LABOR DISPUTES, BLACKOUTS, CIVIL UNREST, FIRE, FLOOD, WATER DAMAGE (E.G., FROM FIRE SUPPRESSION SYSTEMS), OR ACTS OF GOD; (F) CAUSE BEYOND OUR REASONABLE CONTROL; (G) THE APPLICATION OF ANY GOVERNMENT OR FUNDS-TRANSFER SYSTEM RULE, GUIDELINE, POLICY OR REGULATION; (H) THE LACK OF AVAILABLE FUNDS IN YOUR ACCOUNT TO COMPLETE A TRANSACTION; (I) OUR INABILITY TO CONFIRM TO OUR SATISFACTION THE AUTHORITY OF ANY PERSON TO ACT ON YOUR BEHALF; OR (J) YOUR FAILURE TO FOLLOW ANY OF OUR ONLINE BANKING INSTRUCTIONS. THERE MAY BE OTHER EXCEPTIONS TO OUR LIABILITY, AS STATED IN YOUR ACCOUNT AND OTHER AGREEMENTS WITH US. UNLESS OTHERWISE REQUIRED BY LAW OR SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, YOU AGREE THAT NEITHER WE NOR THE SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY HARM, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL AND ECONOMIC DAMAGES, RESULTING IN ANY WAY FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF OUR EQUIPMENT OR SOFTWARE, OR INTERNET BROWSER OR ACCESS SOFTWARE; NOR SHALL WE OR THE SERVICE PROVIDERS BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY HARM, WHETHER CAUSED BY GESA, ITS EQUIPMENT OR SOFTWARE OR BY INTERNET ACCESS OR BROWSER PROVIDERS, OR BY ONLINE SERVICE PROVIDERS, OR

ANY AGENT OR SUBCONTRACTOR OF ANY OF THE AFOREMENTIONED PARTIES.

23. Reliance on Third Parties

Our ability to provide services through Online Banking is dependent upon our ability to obtain or provide access to third party vendors and networks. If any third party is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Online Services or may provide such services through a different party. In such situations, we will have no liability for the delay or unavailability of access. We will not be responsible for any services you receive from third party vendors.

24. Exclusions of Warranties and Limitation of Damages

ON-LINE SERVICES AND RELATED DOCUMENTATION INCLUDING THAT PROVIDED BY THIRD PARTIES ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WE 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 SERVICE WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

25. No Unlawful or Prohibited Use

As a condition of using Online Services, you represent and warrant to us that you will not use Online Services 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 Online Services in any manner that could damage, disable, overburden, or impair the service 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 through the Online Services. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

26. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

27. No Waiver

Gesa Credit Union and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission 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. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

28. Captions

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

29. Disputes

In the event of a dispute regarding the Online Services, 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. If there is a conflict between what the employees of Gesa Credit Union and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

30. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Gesa Credit Union and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Online Services are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

31. Governing Law and Relation to Other Agreements

Accounts and services provided by Gesa Credit Union may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Washington, without regard to its conflicts of laws provisions.

32. Online Banking and Mobile Banking

Personal Online Banking and Business Online Banking offer a variety of access and transactional services. Bill Payer service is automatically provided. Additional functionality is described at www.gesa.com. Online users may transfer funds to another person's account

at the credit union. For mobile phone users, if permitted by the credit union you may transfer funds and deposit checks to another person's account at the credit union. We may add or remove certain features and/or functionality from time to time. Cash Management Services for businesses include ACH, Wire and Positive Pay functionality and may require a separate agreement.

You may enroll for Online Banking or Mobile Banking or both. While not all Online Banking functionality may be available with mobile banking, Mobile Banking users may be eligible for other features such as text alerts and EZ Check Deposits.

Mobile Banking may not be accessible over some network carriers. In addition, Mobile Banking may not be supportable for all devices. We cannot guarantee and are not responsible for the availability of data services provided by your mobile carrier due to their limitations, downtime or out of area/out of range occurrences. You are responsible for learning and using the software and your mobile device properly and we are not responsible for any losses caused by your failure to properly use any On-Line or Mobile service or device.

You agree that you are the authorized user of the mobile device you will use to access Mobile Banking. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may include fees, limitations and restrictions which might impact your use of Mobile Banking such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking. You agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other credit union product accessed through this Mobile Banking service is also subject to the Account Agreements and Disclosures provided at time of account opening. You should review the account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

33. Stop Payments Requested through Online Banking

The stop payment feature is only for stopping payments on checks that you have written or for stopping pre-authorized electronic drafts that are deducted from your Eligible Account. The stop payment feature within the online banking should NOT be used to cancel transfers, bill payments, or recurring debit card transactions.

Stop payment requests will generally be processed within one (1) to two (2) Business Days. Therefore, if your request is urgent, we recommend that you contact us directly via telephone or visit a branch in person. There is typically a stop payment fee so please refer to our fee schedule. Additional terms of acceptance or disclosures may apply to the stop payment

service and these will be made at the time you complete the request. Additional information on stop payments is available within Online Banking.

34. Bill Payer Terms and Conditions

1. Bill Payment Account and Scheduling

Only a checking account may be eligible for bill payment privileges. We may make additional accounts available for Bill Payer Payment Services from time-to-time as allowed by law or our Bill Payment Service Provider.

The earliest possible Payment Send Date for each Biller will be shown when you are scheduling the bill payment. You may designate a later Payment Send Date. Bill payments will be processed on all Business Days that both the Federal Reserve Bank and the US Postal System are operating and open for business.

2. Payment Authorization and Payment Remittance

By providing this service with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions received through this service. In order to process payments more efficiently and effectively, our Service Provider may edit or alter payment data or data formats in accordance with Biller directives.

When this service receives a payment instruction, you authorize our Bill Payment Service Provider to debit your Payment Account and remit funds on your behalf per your payment instructions. You also authorize our Service Provider to credit your Payment Account for payments returned to the Service Provider by the United States Postal Service or Biller, or payments remitted to you on behalf of another Authorized User of this service.

3. Payment Methods

Our Bill Payment Service Provider reserves the right to select the Payment Method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to an electronic payment or a check payment.

For electronic payments, funds must be in the account on the day that the transaction is attempted. Checks are drawn on your Payment Account so funds must be in the account on the day that the check is presented to us for payment. Neither we nor our Service Provider can control when your Payment Account will be debited for bill payments made by check.

4. Payment Cancellation or Stop Payment Requests

You may cancel or edit a Scheduled Payment up until the time that payment processing begins. There is no charge for canceling or editing a Scheduled Payment. However, once

the service has begun processing a payment, it cannot be cancelled or edited and a stop payment request must be submitted.

We must have a reasonable opportunity to act upon any stop payment request made after payment processing has begun. The ability to process a stop payment on a bill payment request that is already in process will depend on the payment method and whether or not the payment has cleared.

If you need to place a stop payment request on any bill payment that has already been processed, you must contact us immediately. We will make every effort to accommodate your request but we will have no liability for failing to do so unless the request is subject to the provisions contained in your Member Account Agreement, applicable disclosures, or applicable law as it pertains to pre-authorized EFTs.

We may also require you to present your stop payment request in writing within fourteen (14) days from the date the request is made. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

5. Returned Payments

In using this service, you understand that Billers and/or the United States Postal Service may return bill payments to our Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired; your account number with the Biller is not valid; Biller is unable to locate account; or your account with the Biller is paid in full. Our Service Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service Provider of returned payments.

6. Bill Payer Information Authorization

Requests for Bill Payer privileges may not be fulfilled if we and/or the Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment you agree that we and the Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we and the Service Provider reserve the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

7. Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through this service. Payments to Internet gambling sites are also prohibited through this service.

8. Special Payments to Government Entities

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall Gesa Credit Union or its Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments. We will not be liable for any late payment related charges when these types of payments are scheduled and/or processed by the service. Research of these payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, misposted or misdirected exception payments will be your sole responsibility.

9. Biller Limitation

We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Service Provider will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or a "Special Payment to Government Entities" under this Agreement.

10. Failed Transactions

In using this service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed.

35. Bill Delivery and Presentment

This feature is for the presentment of electronic bills only, and it is solely your responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

1. Information Provided to the Biller

We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by you; contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about service and/or bill information.

2. Activation

Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

3. Notification

Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within this service, our Service Provider may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to Online Services and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

4. Cancellation of Electronic Bill Notification

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

5. Non-Delivery of Electronic Bill(s)

You agree to hold harmless, Gesa Credit Union and its Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

6. Accuracy and Dispute of Electronic Bill

Neither Gesa Credit Union, nor its Service Providers are responsible for the accuracy of your electronic bill(s). Gesa Credit Union and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

36. Consumer Check Capture (EZ Check Deposit) for Mobile Phones and Home Use

Our EZ Check Deposit allows you to remotely deposit checks by capturing and delivering a check image to the credit union. If permitted by the credit union, you may also deposit checks to another person's account at the credit union. You agree that you will only make deposits that are authorized by the owner/signer of the receiving account.

By using EZ Check Deposit, you agree to be bound by all clearinghouse rules, operating circulars, image exchange agreements, and check processing rules to which we are bound. While most checks are eligible to be deposited through remote check capture, there are checks and check-like instruments that you should never attempt to remotely process. Consumer Check Capture requires the download of an application when used from a mobile device.

Fees may be charged for this service. See applicable fee schedule.

These exceptions as well as other special rules that govern remote check presentment, endorsements and funds availability are described below and you are encouraged to read them to assure successful processing of your deposits.

1. Eligible Items for Deposit through Mobile Deposit Capture

You agree to submit only "checks" as defined in Federal Reserve Regulation CC. You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code.

You also agree to not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity who owns the account in which the check is being deposited.
- Money orders, Travelers Checks, Cash, Savings Bonds
- An item drawn on your account at Gesa Credit Union
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States or not payable in United States currency.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks dated more than 6 months prior to the date of deposit.

- Checks with any endorsement on the back other than what is specified in this agreement.
- Checks that have previously been submitted through this service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
- Checks that are in violation of any federal or state law, rule, or regulation.
- Checks that have been re-deposited or returned such as "non-sufficient funds."

2. Endorsements, Retention and Disposal of Transmitted Items

- You agree to properly endorse the check on the back as it appears on the Payable to line and the words **Gesa Mobile Deposit** are required
- You agree to securely store each original check that you deposit using these services for a period of at least sixty (60) days from the date of the transmission. After sixty (60) days and no later than ninety (90) days after you transmit the original check, you agree to safely destroy the original check
- You agree to never re-present a check for deposit
- You understand and agree that you are responsible for any loss caused by your failure to secure the original check
- You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, resolution of consumer or third party claims, including but not limited to providing, upon request and without further cost, any originals or copies of items deposited through this service in your possession and your records relating to such items and transmissions within seventy-two hours of a written request by us. If you are unable to provide us with the check requested, you will be liable for any unresolved claims by third parties.

3. Receipt of Items

We reserve the right to reject any item transmitted through this service, at our discretion, without notice to you and we will not be liable for any such rejection. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when it is credited to your account. Receipt of such confirmation does not mean the transmission was error free or complete. Generally the credit union will review checks deposited by 4 pm of a business day by 6 pm of that same business day. Checks presented after 4 pm will be reviewed by 6 pm the following business day. Nevertheless, we further reserve the right to charge back to your account at any time, any item we subsequently determine was not an eligible item or if the paying financial institution returns an item to us unpaid. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. All credit is provisional until credit has been received from the paying financial institution.

We reserve the right to extend any hold placed where there is a failure of communications or computer equipment and if we have any reason to believe an item will not be paid.

4. Availability of Funds

Our funds availability policy doesn't apply to items deposited by check capture, however, funds will typically be made available 3 business days from the date of deposit. The time may be extended at Gesa's discretion.

5. Deposit Limits

We may establish limits on the dollar amount of any item, a daily or monthly amount that may be deposited, or a limit on the number of items or number of deposits from time to time. Gesa's current daily limit is \$5,000 per day or per check. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

6. Errors

You agree to notify us of any suspected errors regarding items deposited through this service right away, and no later than 60 days after the applicable Credit Union account statement is provided. Unless you notify us within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

7. Unavailability of Services and Errors in Transmission

You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties. In the event any of the services included in our Mobile Banking Services are unavailable, you acknowledge that you can deposit an original check at our branches or through an ATM that accepts your deposit, or by mail.

By using this service, you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

8. Image Quality

The image of an item transmitted to us using the Services must be legible, as determined in the sole discretion of the Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by us, American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. We will not normally accept items containing incomplete check images or images with torn or folded edges, cut corners, or other physical discrepancies.

9. User Warranties and Indemnification

You warrant that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- You will send us both the front and back of each check and will ensure that the images of the front and back of each check are correctly matched.
- You represent and agree that all information you provide to us is accurate, current and complete, all information on the front and back of the check at the time of imaging, including without limitation, the amount of the check, the payee, the drawer's signature, the preprinted information that identifies the drawer and the paying bank, the magnetic ink character recognition (MICR) line, and any other information placed on the check before imaging, such as endorsements applied to the back of the check, and that you have the right to provide such information to us for the purpose of using Mobile Banking and Mobile Capture services.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware
- You agree to indemnify and hold us harmless from any loss, due in whole or in part, to the breach of this warranty provision.
- You are the legal owner of the Accounts and other financial information which may be accessed using Mobile Banking.
- You will not misrepresent your identity or your account information.
- You are an authorized user of the Mobile Device you will use to access Mobile Banking.
- You are solely responsible to verify that items deposited using the Mobile Deposit Capture have been received by us.
- You will not use this service or the content or information delivered through Mobile Banking in any way that would be considered illegal.
- You will follow any and all other procedures and instructions for use of the Services as we may establish from time to time.

Proceed with Enrollment for Online Services.

By clicking the "Agree" or the "Accept Terms and Conditions" button you agree to be bound by all the terms and conditions of this Agreement, you represent that you are the owner of an Eligible Account to be enrolled in Online Services and/or have been authorized by the owner to enroll for Online Services. By accepting this agreement or by using or accessing or permitting any other person(s) or entity to use or access Online Services, you agree to the terms and conditions of this Agreement in this electronic format.

If you do not agree, choose "Disagree" or "Reject Terms and Conditions."