



# EBANKING DISCLOSURES AND AGREEMENTS

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## **eBANKING DISCLOSURE AND AGREEMENT**

This eBanking Disclosure and Agreement states the terms and conditions that apply when you use UNIFY Financial Federal Credit Union's eBanking Services, which include, but are not limited to eDeposits, eMobile Banking, ePay, eStatements, and eText Banking (collectively "eBanking," "eBanking Services," or "Online Banking"). By utilizing the eBanking Services, you agree to the terms and conditions of this eBanking Disclosure and Agreement. Read this eBanking Disclosure and Agreement carefully and save or print a copy for your records.

### **EXPLANATION OF TERMS**

"We," "our," "us," "UNIFY," "UNIFY FCU," "Credit Union," or "CU" shall mean UNIFY Financial Federal Credit Union. "You" and "your" shall refer to the Credit Union member, joint owner, or anyone authorized by the member or joint owner to use your account. "Disclosure and Agreement" shall mean this eBanking Disclosure and Agreement. "Account" means any one or more share accounts you have with the Credit Union. "Site" shall mean the Credit Union's eBanking website.

### **eBANKING SERVICES**

You may gain access to your online accounts on the Site through the use of your internet-enabled device and/or your internet service provider, by utilizing your username and password. You may access your online accounts 24 hours a day, seven days a week. However, availability of eBanking Services may be suspended for brief periods of time for purposes of maintenance, updating, and revising the software. You may use the Site to access eBanking Services including, but not limited to:

- View current balance information for your linked Credit Union checking and/or share accounts;
- Review available transactions for your linked Credit Union accounts;
- Transfer funds between your linked Credit Union checking and/or share accounts on either a one-time or recurring basis;
- Make payments from your linked Credit Union checking and/or share accounts to a linked Credit Union loan account;
- Make payments from an external checking or savings accounts to a linked Credit Union loan account;
- Make ePay payments;
- Transfer funds to select third parties or other Credit Union members;
- Manage additional services such as:
  - Set up text or email alerts;
  - Enroll in online eStatements and/or notices;
  - Request check stop payments;
  - Order checks;
  - Connect to supported personal financial management software for direct access; and
  - Card Management, such as credit cards and debit cards.
- Send us secure online mail messages and questions regarding your account; and
- Change your eBanking username, password, and/or multi-factor authentication methods.

Some of the above services may not be available for certain accounts or if you access eBanking through Mobile Banking Apps, Mobile Web, or eMobile Banking - SMS. Access to eBanking, including eMobile Banking, may not be supported / accessible in foreign countries. You may access multiple personal accounts online. Once you have accessed eBanking, additional linked Credit Union accounts may be accessed, including checking, share, share certificates, and loan accounts.

### **LIMITATIONS FOR INTERNAL AND EXTERNAL TRANSFERS**

"External Transfers" means the portion of payments and transfers that allows you to issue instructions to us for payments or transfers, as applicable, to or from accounts not held with us. "Internal Transfers" means the portion of payments and transfers that allows you to issue instructions to us for payments or transfers, as applicable, between two eligible and linked accounts held by us.

Transfers made using Online Banking are subject to the following limitations:

- One-time immediate internal transfers between linked Credit Union accounts may have per item, daily, and monthly limits.
- Scheduled and recurring internal transfers between linked Credit Union accounts may have per item, daily, and monthly limits. Once a recurring transfer is setup, the funds must be available for the predefined transfer to occur.
- One-time immediate external transfers may have per item, daily, and monthly limits.

At our discretion, we may refuse to process any transaction that exceeds any established limits. If a transaction exceeds the established limits, you are responsible for making alternate arrangements or rescheduling the transfer within eBanking.

#### **TRANSFER / PAYMENT AUTHORIZATION AND SUFFICIENT AVAILABLE FUNDS FOR INTERNAL TRANSFERS**

You authorize the Credit Union to withdraw, debit, or charge the necessary funds from your designated account in order to complete all your designated transfers and payments. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal. The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If there are not enough funds available to complete the transfer or payment, we may either (i) complete the transaction and overdraw the account, or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, Courtesy Pay, or similar fee. Please refer to the applicable Account Agreement and Disclosure of Fees and Charges for details regarding the availability of funds. Credit Union is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within eBanking.

- Processing of Transfer Requests
  - Transfers can be made in two ways: on a one-time basis or on a recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. One-time immediate transfers can be made from a linked Credit Union checking or share account to most linked Credit Union accounts. Scheduled and recurring transfers can be made from a linked Credit Union checking or share account to most linked Credit Union accounts. Transfers from a share account are immediately reflected in the account's available balance.
- Scheduled and Recurring Transfers
  - Transfers scheduled for a weekend or a non-business day will be processed on the following Credit Union business day.
  - All transfers submitted to an account (such as checking or shares) are immediately reflected in the account's available balance.

#### **CANCELING YOUR eBANKING SERVICES ACCESS**

Your eBanking Services remain in effect until they are terminated by you or the Credit Union. You may cancel your eBanking Services at any time by notifying us of your intent to cancel in writing, through eBanking secure messaging, or by calling us. This cancellation applies to your eBanking Services and does not terminate your Credit Union accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the eBanking Services. We may terminate your participation in all or any eBanking Services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

Without limiting the generality of the foregoing: (i) if you do not log into eBanking at least once every twelve (12) months, your registration will expire and you will have to register again; and (ii) we may terminate or your right to use any of the eBanking Services immediately upon becoming aware that you are violating the terms of this Disclosure and Agreement, violating any law, or are otherwise engaging in activity that is not permitted under this Disclosure and Agreement and that may be detrimental to us or to any third party, as we determine in our sole discretion. If your registration expires or your participation in eBanking is otherwise terminated, you will not have access to eBanking Services, including, but not limited to, ePay and Online Statements. We recommend that you cancel any scheduled payments and remove eStatement enrollments prior to notifying us that you are discontinuing eBanking Services.

#### **CONFIDENTIALITY OF USERNAME AND PASSWORD**

You are required to create a username and password in connection with your registration and use of any eBanking Services. You should create a complex username and password, so that others cannot guess or figure out what they are. The username and password are required for security purposes in connection with the authentication of your access to eBanking Services and the transfers and payments you initiate through eBanking. Your username and password are confidential and should NOT be disclosed to others or recorded on documentation, records, or in any other manner that can be accessible by others. You are responsible for the proper safekeeping of your username and password. You agree not to disclose or otherwise make your username and password available to anyone. If you authorize anyone to use your username and password, that authority shall continue until you specifically revoke such authority by changing your username and password or by notifying us and creating a new username and password. You understand that if you reveal your username and password to anyone, you have authorized that individual to transfer and withdraw funds from any of your accounts that can be accessed by the username and password, regardless of whether that person is authorized to transfer or withdraw funds from the account(s) by any means other than by use of eBanking.

If you fail to maintain security of your username and password and we suffer a loss, we reserve the right to terminate your eBanking Services under this Disclosure and Agreement, as well as terminate other Credit Union products and services. Users of eBanking Service should utilize other username and password protection precautions as may be appropriate under any particular set of circumstances to ensure security over system access and access to account and transaction information and funds transfer capabilities. eBanking provides the capability for you to change your username and password at any time. To help safeguard your security, you should change your username and password frequently.

If you forget your password, you should first utilize the “Forgot Password” feature available on the Sign In webpage to assist you. Otherwise, if you forget your username or password or your system access is locked or disabled due to the use of an incorrect username or password, contact the Credit Union at 877.254.9328. We may require that you re-register to gain access to eBanking.

To help protect yourself against fraud, adhere to the following guidelines:

- Do not give out your account information, username, or password (the Credit Union will NEVER ask for your eBanking password);
- Do not leave your computer unattended while you are in the Credit Union’s website;
- Never leave your account information accessible to or within viewing range of others; and
- Do not send confidential or privileged account information (e.g., account number, password, etc.) over any public or general Wi-Fi or email system.

If you believe your username or password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately.

## **USE OF EMAIL**

You should not rely on email if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. The Credit Union will not accept email as a binding contract. Email transmissions outside of the eBanking Site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, password, or other account information via any general or public Wi-Fi or email system. If you wish to contact us electronically, please use our Secure Messages feature provided through our eBanking Site. Use the Secure Message feature to message the Credit Union regarding inquiries about an electronic funds transfer error resolution, report unauthorized transactions, or contact the Credit Union regarding any other concerns of a confidential nature. With eBanking Services, we may send messages to the external email address you provided us and notify you that responses to your payment inquiries or member service inquiries are available, or as otherwise described within eBanking Services. If you subscribe to ePay service, we may also use your external email to notify you that you have new bills. If, for any reason your external email address changes or becomes disabled, please update the email within eBanking Services or contact the Credit Union immediately, so that we can continue to provide you with automated messages. Because we may also use external email to send important notices about service and privacy changes, we require that every eBanking member provide us with a valid and current external email address.

## **COOKIES, BROWSER INFORMATION, AND RELATED ISSUES**

When you visit the eBanking Site, an internet service provider, and/or cellular service provider (collectively "Service Provider") may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the eBanking Site and to improve the security of the eBanking Site and services, by assisting in "authenticating" who you are when you access the Site or eBanking Services.

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

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

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

## **ACCESS TO INFORMATION ABOUT YOU**

You may review and update the personal information maintained about you in the "Update Personal Info" section of the eBanking Site at any time to ensure that it is accurate. Your account information will be maintained for a retention period after you close your accounts with the Credit Union or you no longer have a debit card, in order to accommodate any residual issues that may arise.

### **LIMITATION OF LIABILITY; NO WARRANTIES**

Except as specifically set forth herein or where the law requires a different standard, we shall not be responsible for any loss, damage, or injury or for any direct, indirect, special, incidental, exemplary, punitive, or consequential damages, including lost profits, arising from or related to the system, equipment, browser, application and/or the installation or maintenance thereof, access to or use of the eBanking Services, your granting us screen sharing or remote control access to your computer systems for technology support, failure of electronic or mechanical equipment, the internet, the site, or communication lines, telephone or other interconnect problems, bugs, errors, configuration problems or incompatibility of computer hardware, software, the internet, or the system, 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 or any other problems you experience due to causes beyond our control, whether or not we have been advised of the possibility of such loss or damage. Except as otherwise expressly provided in any applicable agreement, you understand and agree that your use of eBanking Services is at your sole risk and that eBanking Services and all information, software, products, and other content (including third party information, products, and content) included in or accessible from the site, are provided on an "as is" "where-is" and "where available" basis, and are subject to change at any time without notice to you. You acknowledge that our systems and procedures established for providing eBanking Services are commercially reasonable. You further acknowledge that we make no warranty that eBanking Services will be uninterrupted, timely, secure, or error-free unless otherwise stated on the site or in any applicable agreement. To the fullest extent permitted by law, we disclaim all representations, warranties and conditions of any kind (express, implied, statutory or otherwise, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, title and non-infringement of proprietary rights) as to the online service and all information, products and other content (including third party information, products and content) included in or accessible from the site. No license to you is implied in these disclaimers.

### **DISPUTES**

You agree that this Disclosure and Agreement is the complete and exclusive statement of the agreement between you and the Credit Union regarding the eBanking Services and supersedes any prior agreement, oral or written, and any other communications between you and the Credit Union regarding eBanking Services. In the event of a dispute arising under or relating in any way to this Disclosure and Agreement or the eBanking Services provided hereunder, you and we agree to resolve this dispute by looking to the terms of this Disclosure and Agreement. If there is a conflict between what an agent or employee of the Credit Union says and the terms of this Disclosure and Agreement, the terms of this Disclosure and Agreement will prevail.

### **BINDING ARBITRATION**

You hereby agree that any dispute, claim, or controversy arising now or in the future under or relating in any way to this disclosure and agreement, or to eBanking Services ("claim"), regardless of the nature of the cause(s) of action asserted (including claims for injunctive, declaratory, or equitable relief), shall be resolved by binding arbitration. Claims subject to arbitration include claims that are made as counterclaims, cross claims, third party claims, interpleaders, or otherwise. Arbitration replaces the right to go to court, and you therefore agree to waive any right that you or we might otherwise have had to a jury trial or the opportunity to litigate any claims in court before either a judge or jury. You further agree that you will not be able to bring a class action or other representative action (such as an action in the form of a private attorney general) to litigate any claims in court before either a judge or jury; nor will you be able to participate as a class member in a class action or other representative action in arbitration or in court before either a judge or jury. If the preceding sentence is not enforced for any reason, then you agree that in such case any class dispute will not be resolved through arbitration. This binding arbitration provision applies to any and all claims that you have against us, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that we have against you; it also includes any and all claims regarding the applicability of this arbitration clause or the validity of the agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the federal arbitration act, 9 U.S.C. sections 1-16, as it may be amended. The party filing a claim(s) in arbitration must file its claim(s) before JAMS or the American Arbitration Association under the rules of such arbitration administrator in effect at the time the claim(s) was

filed. Rules and forms may be obtained from, and claims made may be filed with jams (800.352.5267 or jamsadr.com) or the American Arbitration Association, (800-778-7879 or www.adr.org). Arbitration hearings shall be held within Torrance, California. Judgment upon any arbitration award may be entered in any court having jurisdiction. This arbitration agreement shall survive: (i) termination or changes in the agreement, and the relationship between you and us concerning the agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

#### **INDEMNIFICATION**

You acknowledge and agree that you are personally responsible for your conduct while using all of the eBanking Services. You agree to indemnify, defend, and hold us and our officers, directors, employees, and agents (“Indemnified Parties”) harmless from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorneys’ fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or in any way arising from: (a) your failure to abide by or perform any obligation imposed upon you under this Disclosure and Agreement, (b) your willful misconduct, fraud, criminal activity, intentional tort, or negligence; (c) your actions, omissions, or commissions related to eBanking Services, including those of your employees, consultants, and/or agents; (d) any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith; (e) any other matter relating to your use of eBanking Services or the use of eBanking Services by anyone using your account number, username, or password; and (f) your violation of applicable federal, state or local law, regulation, or ordinance. Additionally, you agree to indemnify, defend and hold the Indemnified Parties harmless from and against any and all claims, losses, liability, cost, and expenses (including reasonable attorneys’ fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own, including phone numbers, e-mail addresses, or other delivery locations that were your own at the time you provided them to us, but were subsequently changed. Your obligations under this paragraph shall survive termination of this Disclosure and Agreement.

#### **RISK OF LOSS**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

#### **NOTICES TO YOU**

You agree that by using eBanking Services, all notices or other communications that we may be required to give you arising from our obligations under this Disclosure and Agreement or the eBanking Services may be sent to you electronically to any email address we have for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law.

#### **CONTACTING US**

If you have any questions about eBanking Services or this Disclosure and Agreement, you may contact us at 877.254.9328 or write to the postal address below:

UNIFY Financial Credit Union  
Member Service  
PO Box 10018  
Manhattan Beach, CA 90267-7518

## **GOVERNING DOCUMENTS**

Your use of the eBanking Services is governed by this Disclosure and Agreement, the UNIFY [Membership Booklet](#), and any other agreements you have with us concerning your activities with the Credit Union, which are incorporated herein by reference. Any fees for services are contained in the [Disclosure of Fees and Charges](#).

## **ACCESS TO ADDITIONAL DISCLOSURES**

You may access our Federal Privacy Policy by [clicking here](#) and our Online Privacy Policy by [clicking here](#) relating to the collection and use of your information. Credit Union members may access our Electronic Fund Transfer (EFT) disclosure by viewing our Membership Booklet by [clicking here](#).

## **AMENDMENTS**

The Credit Union may amend this Disclosure and Agreement or any other disclosures at any time by posting a revised version on the eBanking Site. The revised version will be effective immediately at the time it is posted unless a delayed effective date is expressly stated therein. The Credit Union may also provide you with an email notification of such amendments, but a notice is not required. The Credit Union may require you to affirmatively acknowledge or accept the revised Disclosure and Agreement to continue using the eBanking Services. Any use of the eBanking Services after a notice of change (whether by eBanking Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

## **MODIFICATION OF SERVICES**

The Credit Union reserves the right to modify any eBanking Services from time to time without making prior notice to you, provided, however, that the Credit Union will give you at least thirty (30) days' notice prior to making any modifications to the eDeposits service that would substantially and materially alter their functionality.

## **TERMINATION**

The Credit Union may terminate this Disclosure and Agreement or any aspect of eBanking Services upon not less than ten (10) days prior written notice to you. Posting a notice of termination on the eBanking Site shall constitute notice to you. Notwithstanding any such notice of termination, this Disclosure and Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Disclosure and Agreement, (i) you shall immediately cease using the eBanking Services, and (ii) you shall promptly remit all unpaid monies due under this Disclosure and Agreement. The Credit Union may immediately suspend or terminate your access to eBanking Services in the event that the Credit Union reasonably determines such suspension or termination is necessary in order to protect the Credit Union or others from harm or compromise of integrity, security, reputation, or operation.

## **FORCE MAJEURE**

The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control, including, but not limited to earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, pandemics, or any other event beyond its control.

## **GOVERNING LAW**

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

## **SEVERABILITY**

If any provision of this Disclosure and Agreement is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.



## **ADDITIONAL TERMS APPLICABLE TO eDEPOSITS SERVICES**

The eDeposits service ("eDeposits") is remote deposit capture service offered by the Credit Union for the purpose of converting original checks to substitute checks, as such term is defined in the Check Clearing for the 21st Century Act and Federal Reserve Board Regulation CC ("Check 21"), for deposit with Credit Union and for processing and presentation to a collecting or paying financial institution. Additional information regarding Check 21 may be found at <http://www.ffiec.gov/exam/check21/faq.htm>. By using eDeposits or clicking the electronic signature "acceptance" below, you agree to the additional terms for eDeposits herein.

### **eDEPOSITS SERVICE**

**eDeposits Capture Process.** In order to utilize eDeposits, you must take a picture of front and back of checks or drafts (collectively "items") with an image capture device creating an electronic image. You then transmit an electronic file of such images that with the Credit Union to deposit to your account. The Credit Union's processing agent shall perform an image quality assessment of imaged items and shall convert items meeting the Credit Union's required standards into substitute checks or drafts to facilitate the deposit and collection of such items. You agree that the manner in which items (e.g., substitute check, image exchange, ACH) are cleared or presented for payment shall be determined by the Credit Union, in its sole discretion. The Credit Union reserves the right to select the clearing agents through which the Credit Union clears items. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which the Credit Union is a party. You agree that if the transmission of the electronic image originates outside the United States it will be deemed to be transmitted within the State of California for legal purposes.

**Funds Availability.** Funds from deposited items utilizing eDeposits will be available according to the following schedule, as amended from time to time:

- The first \$225.00 available for immediate withdrawal;
- Amounts in excess of \$225.00 and up to \$5,525 will be available by the second business day after the day the deposit is received;
- Amounts in excess of \$5,525.00 will be available on the fifth business day after the day the deposit is received; and
- eDeposits to new memberships (within the first 30 days of account opening) will be available on the seventh business day after the day the deposit is received.

For purposes of determining the availability of funds, items deposited via eDeposits are considered received by the Credit Union when the eDeposits capture system expressly indicates that a successful transaction was completed, and the items were received by or delivered to the Credit Union. You agree that the imaging and transmitting of items does not constitute receipt by the Credit Union. Acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of an item does not contain errors, nor does it constitute acceptance of the eDeposit. The Credit Union may, at its sole discretion, extend the funds availability time period beyond the standard times defined above, at which time you will receive the appropriate notice. If the Credit Union does not accept the eDeposit, we will notify you of the reason and whether the issue is correctable. If the eDeposit is not accepted, the Credit Union will reverse any credit to your account based on the eDeposit. You are responsible for all overdraft fees, nonsufficient funds fees, and similar fees resulting from rejected eDeposits.

**Deposit Acceptance.** You agree that the Credit Union may at any time, in its sole discretion, refuse to accept deposits of items from you via eDeposits. The Credit Union shall have no obligation to accept a deposit for reasons including, but not limited to:

- The Credit Union receives actual notice or has reason to believe that you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- The ownership of funds involving a deposit or your authority to transmit a deposit is in question;
- The Credit Union suspects a breach of any security procedure;

- The Credit Union suspects that your account has been used for illegal or fraudulent purposes; or
- The Credit Union reasonably believes that a deposit is prohibited by federal law or regulation, including exceeding any limitation imposed on the Credit Union by any governmental or regulatory body, or otherwise so provided in herein.

In the event that eDeposits capture services are interrupted or are otherwise unavailable, you may, at your option, deposit items in-person at a Credit Union branch or via mail or other contractually acceptable method.

#### **MEMBER ACCOUNT**

You must designate a Credit Union share or checking account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with the eDeposits. The Credit Union shall provide you with details of the specific transactions, reported similarly as other transactions, that were a result of access to the eDeposits service. You shall be responsible for auditing and balancing of any settlement account.

#### **RESPONSIBILITY FOR IMAGING**

You are solely responsible for imaging deposit items, accessing the service from the Credit Union, and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the service. The Credit Union shall not be responsible for providing or servicing any equipment for you.

#### **DEPOSIT REQUIREMENTS**

You agree that you will only use eDeposits to deposit items drawn on financial institutions located within the United States, excluding its territories. You shall deposit items not meeting this requirement in person or by U.S. Mail.

#### **CHECK RETENTION AND DESTRUCTION**

You agree that all items belong to you and not to the Credit Union and that those items shall be handled in accordance with the terms hereof. After the Credit Union receives your transmission of imaged items for deposit into your account, the Credit Union will acknowledge by electronic means its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via eDeposits for reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case less than sixty (60) days or more than ninety (90) days from the date processed and shall properly destroy and dispose of such original checks after such time. During the period you maintain the original items, you understand and agree that you must use the highest degree of care to protect these original items against security risks. These risks include, without limitation, (i) theft or reproduction of the original items for purposes of presentment for deposit of these original items (i.e., after the original items have already been presented for deposit via the eDeposits Capture service) and (ii) unauthorized use of information derived from the original items. When you destroy and dispose of the original items pursuant to the requirements of the terms hereof, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original items are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original items are no longer readable or capable of being reconstructed (e.g., through the use of competent copying equipment.)

#### **PRESENTMENT PROHIBITIONS**

You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any substitute check that has already been presented for deposit via eDeposits service, or (ii) any original items, the substitute check of which has already been presented for deposit via eDeposits. You agree that the aggregate amount of any items that are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by the Credit Union from any other share accounts you have with the Credit Union, in

its sole discretion. You further acknowledge that you, not the Credit Union, are responsible for the processing and handling of any original items that are imaged and deposited utilizing the service. You assume all liability to the drawer of any item imaged using eDeposits or liability arising from the Credit Union's printing of any substitute check from those images.

#### **YOUR REPRESENTATIONS AND WARRANTIES**

You represent and warrant that:

- You will comply with all federal and state laws, and rules and regulations applicable to online transactions, including those of the National Automated Clearing House for ACH transactions;
- All items scanned through image transport are made payable to you;
- All signatures on each item are authentic and authorized; and
- Each item has not been altered.

In the event you breach any of these representations or warranties, you authorize the Credit Union to charge your account for the amount of any such liability, damages, loss, demand, claim, or suit arising out of any breach of warranty claim under the provisions of the California Commercial Code or other relevant law, in addition to any and all other remedies available to the Credit Union.

#### **FINANCIAL RESPONSIBILITY**

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing and utilizing eDeposits. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in materials for use of eDeposits. You assume exclusive responsibility for the consequences of any instructions you may give to the Credit Union, for your failure to access the service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

#### **ACCOUNT RECONCILIATION**

You shall verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Membership Booklet and Electronic Fund Transfers Agreement and Disclosure (exclusive of weekends and applicable holidays) after receipt of the applicable detail statement from the Credit Union. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

#### **YOUR DUTY TO REPORT ERRORS**

You shall notify the Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of eDeposits as promptly as practicable, and in any event within one (1) business day after the earliest discovery thereof, or the date of discovery should have occurred through the exercise of reasonable care.

#### **CREDIT UNION'S OBLIGATIONS**

Financial Data. The Credit Union agrees to transmit all the financial data under its control required to utilize eDeposits and to act on appropriate instructions received from you in connection with eDeposits. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the username, user number, password, test key, or other code or identifier and to prevent the use of eDeposits by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable, the obtaining by the Credit Union from any third parties engaged in the installation, maintenance, and operation of the system of similar undertakings, shall constitute fulfillment of its obligation so to exercise due care), but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred

or damage you suffered by reason or in consequence of any unauthorized person gaining access to or otherwise making use of eDeposits. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to eDeposits or disclosure of any confidential information or instructions of the member by the member's employees, agents, or other third parties.

#### **SERVICE AVAILABILITY**

You understand that eDeposits availability is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in communicating your instructions and requests to the Credit Union and the Credit Union's response. The Credit Union shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by you in the event of any failure or interruption of eDeposits or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.

#### **EXCEPTION ITEMS**

When the Credit Union reviews and processes your electronic file, the Credit Union may reject any electronic image that the Credit Union, in its sole discretion, determines to be ineligible for eDeposits ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, including its territories, items drawn on U.S. banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. The Credit Union will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with the Credit Union, you shall only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if the Credit Union does not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union therefrom may nevertheless be returned to the Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. The Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to the Credit Union.

#### **REPORTS**

The Credit Union shall provide you with transaction history via eBanking detailing items processed, return items, and deposit adjustments.

#### **RETENTION OF CHECK IMAGES**

The Credit Union will retain any substitute checks it generates for five (5) years. The Credit Union may change its retention period in its sole discretion without further notice to you.

#### **SERVICES FEES**

Currently there is no monthly fee for the eDeposits service. You agree to pay all fees and charges for deposit services as set forth in the Disclosure of Fees and Charges. Fees are subject to change by the Credit Union upon thirty (30) days' written notice to you.

#### **MEMBER WARRANTIES FOR SUBSTITUTE CHECKS**

You agree that you are requesting and authorizing the Credit Union to convert an original check to a substitute check. You understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Credit Union and Truncating Credit Union, as such terms are defined by Check 21, including, without limitation, the obligation to convert only original checks that allow for the creation of a substitute checks that clearly and accurately represent the information on the front and back of the original checks. The Credit Union and its agents may, but shall have no obligation, to screen items or substitute checks for legal compliance.

## **ADDITIONAL TERMS APPLICABLE TO eMOBILE BANKING SERVICES**

The eMobile Banking Service (“eMobile Banking”) provides you with convenient access to various banking features from your mobile device, such as viewing account information and executing specific types of internal and external funds transfers.

### **eMOBILE BANKING ACKNOWLEDGEMENT**

By using eMobile Banking, you agree to the additional terms of the eMobile Banking services herein and you authorize the Credit Union and its third-party service providers to provide eMobile Banking to you on the terms and conditions set forth in herein. All terms and conditions herein and on the eBanking Site that limit or govern access also apply to eMobile Banking. You agree that you will not use eMobile Banking while operating a vehicle. We may change or upgrade components of eMobile Banking from time to time. You accept full responsibility for understanding how to use your mobile device, eMobile Banking, and the mobile apps properly. The Credit Union is not liable for any losses or damages caused by your failure to use eMobile Banking or your mobile devices properly. We are not responsible for any damage to your mobile device resulting from your use. You will be engaging in those activities at your own risk. Depending on its make and model, your mobile device may not be capable to initiate the certain downloads required for eMobile Banking.

You agree that we may send you information relative to eMobile Banking through your communication service provider in order to deliver the information to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address, or other delivery location so that we may send you certain information about your applicable account or otherwise related to the eMobile Banking. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer, and other move money transactions, through eMobile Banking may be delayed or impacted by factor(s) pertaining to your internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, information and instructions sent through eMobile Banking.

Additionally, not all of the products, services or functionality described on the eBanking Site and this Disclosure and Agreement are available when you use a mobile device. Therefore, you might not be eligible to use all the products, services, or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via eMobile Banking, including balance, transfer, and payment information, might differ from the information that is available directly through the eBanking Site or other online service without the use of a mobile device. Information available directly through the eBanking Site or other online service without the use of a mobile device might not be available via eMobile Banking, might be described using different terminology, including capitalized terms used in this Disclosure and Agreement or on our eBanking Site, or might be more current than the information available via eMobile Banking, including but not limited to account balance information. The method of entering instructions via eMobile Banking might also differ from the method of entering instructions directly through the eBanking Site without the use of a mobile device. Processing of payment and transfer instructions might take longer through eMobile Banking. We are not responsible for such differences, whether or not attributable to your use of eMobile Banking. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

### **ACCESS TO eMOBILE BANKING AND REQUIREMENTS:**

To access eMobile Banking services and functions, the following requirements must be met:

- Your compatible mobile device must be internet enabled and connected to the internet through a compatible mobile communications service provider;
- Your compatible mobile device must be enabled to receive and transmit data;
- Your compatible mobile device must include mobile browser and texting functionality;
- Your compatible mobile device must support 128-bit encryption;
- You may be required to download, install, and use certain applications, software systems, and programs developed by us, our licensors, or other third parties; and
- You are responsible for obtaining your own mobile communications service provider.

To utilize any eMobile Banking service, you must also be enrolled in eBanking, which can be accomplished on the eBanking Site or in the eMobile Banking application. To access eMobile Banking, our third-party eMobile Banking service providers require verification of your banking relationship with us.

### **eMOBILE BANKING FEATURES**

When you access eMobile Banking with your mobile device, there will be a menu of available eMobile Banking functions (e.g., access to account information, view balances, view, or search for transactions, locate branches, and execute specific types of funds transfers). You will have the ability to contact us via the "Contact Us" feature in the applicable eMobile Banking App. From time to time we will add, modify, or delete particular eMobile Banking functions or geographic areas served by eMobile Banking. We may make such changes in functions or geographic service with or without prior notice to you. We reserve the right to refuse to process any transaction that you may request through eMobile Banking. We also reserve the right to limit the types and number of accounts or mobile devices eligible. Not all functions described herein or available on the eBanking Site are available with eMobile Banking.

### **COST FOR eMOBILE BANKING**

The Credit Union does not charge any fees for using eMobile Banking; however, message and data rates may apply. Your mobile communications service provider may charge you for internet-related use, including, without limitation, while downloading eMobile Banking Apps and for sending or receiving text (SMS) messages, so please contact your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using eMobile Banking. We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communications service provider agreement, or (ii) any mobile device, hardware, software or other any product or service you may purchase from others relating to your use of eMobile Banking.

This Disclosure and Agreement does not amend or supersede any agreements that you have with third parties, such as your mobile device supplier and your mobile communications service provider. You remain subject to all terms, fees, costs, other charges, limitations, and restrictions in those agreements with third parties. Your mobile device supplier and your mobile communications service provider are responsible for their products and services. Any problems you have concerning those companies' products, services, or agreements shall be resolved by you directly with them, without involving us.

## **ADDITIONAL TERMS APPLICABLE TO ePAY SERVICES**

### **SERVICE DEFINITIONS**

"Service" means the Bill Payment Service (ePay) offered by UNIFY Financial Credit Union. "Credit Union" means UNIFY Financial Federal Credit Union. "Agreement" means these Terms and Conditions of the ePay Service. "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. "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the biller (such as, but not limited to, biller name, biller account number, and scheduled payment date). "Payment Account" is the checking account from which bill payments will

be debited. "Billing Account" is the checking account from which all Service fees will be automatically debited. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays. "Scheduled Payment Date" is the day you want your biller to receive your bill payment. Your payment account will be debited the business day prior to the scheduled payment date for payments made electronically. Payments made by check are debited when the check clears against your account. "Due Date" is the date reflected on your biller statement for which the payment is due. It is not the late date or grace period. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

#### **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its due date for electronic payments.

#### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of billers to whom you wish to direct payments, you authorize the Service to follow the payment instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with biller directives.

When the Service receives a payment instruction, you authorize the Service to debit your payment account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the scheduled payment date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your payment account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct payment account information, or the correct name, address, phone number, or account information for the biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your payment account, or causes funds from your payment account to be directed to a biller that does not comply with your payment instructions, the Service 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.

#### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any scheduled payment (including recurring payments) by following the directions within the Service. There is no charge for canceling or editing a scheduled payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. The cutoff time is 5PM EST Monday – Friday, excluding holidays.

#### **PROHIBITED PAYMENTS**

Payments to billers outside of the United States or its territories are prohibited through the Service.

## EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

## BILL DELIVERY AND PRESENTMENT

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

1. **Information Provided to the Biller** - The Service is unable to update or change your personal 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 contacting 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 bill. The Service may, at the request of the biller, provide to the biller your e-mail 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 the Service 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. You understand and acknowledge that payees establish their own criteria for reviewing a request to receive e-bills and have sole discretion to accept or decline your request.
3. **Authorization to Obtain Bill Data** - Your activation of the electronic bill feature for a biller shall be deemed by us to be your authorization for us to obtain bill data from the biller on your behalf. For some billers, you will be asked to provide us with your username and password for that biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
4. **Notification** - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service 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 the Service 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.
5. **Cancellation of Electronic Bill Notification** - The electronic biller reserves the right to cancel the presentment of electronic bills at any time. You may 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. The Service 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. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
6. **Non-Delivery of Electronic Bill(s)** - You agree to hold the Service harmless 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. Credit Union takes no responsibility if a payee does not provide the necessary data to forward an e-bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the payee directly. Credit Union is not



responsible for any late charges or other adverse consequences if a bill is not received timely. Any questions regarding bill details should be directed to the payee.

7. **Accuracy and Dispute of Electronic Bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive 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.

#### **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" 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.

#### **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. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

#### **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service 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. In some instances, you will receive a return notice from the Service (which may or may not be the Credit Union). In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by the Credit Union as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit-reporting agency.

#### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the Service or by contacting our Contact Center. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the Service's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **BILLER LIMITATION**

The Service reserves the right to refuse to pay any biller to whom you may direct a payment. The Service 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 an exception payment under this Agreement.

### **RETURNED PAYMENTS**

In using the Service, you understand that billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, biller's forwarding address expired; biller account number is not valid; biller is unable to locate account; or biller account is paid in full. The Service 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.

### **CUT-OFF TIMES**

Payments entered on the Bill Pay System before the Credit Union-established processing cut-off time each day will be scheduled and begin processing on the same day. Bill Payments entered after the Credit Union-established processing cut-off time will be scheduled and processed the next day. Expedited payment options may be available in certain payment situations. To utilize this service, additional fees may apply, which will be disclosed within the Bill Pay Service prior to completing the transaction.

## **ADDITIONAL TERMS APPLICABLE TO eSTATEMENTS SERVICE**

The eStatements service ("eStatements") provides you with convenient, paperless access to your monthly account statements. Your eStatements will contain the same information as paper statements and you will have the same opportunities to contact us about any questions or disputes.

### **ACCESS TO eSTATEMENTS AND REQUIREMENTS:**

In order to receive eStatements and eStatements notifications, you must have the following:

1. eBanking Access - eStatements are accessed via the eBanking Site. You must have access to eBanking and a valid password to retrieve your eStatements;
2. A valid Email Address - You must have an active, valid email address on file with the Credit Union. If at any time your email address changes, you must notify the Credit Union immediately via the eBanking Site or by contacting us at 877.254.9328 and speaking with a Contact Center Representative;
3. Appropriate Email Permissions – You must set your email and internet service provider filters so that eStatement notification to your inbox are not considered "spam" or "junk mail";
4. Adobe Acrobat Reader - You must have Adobe Acrobat Reader installed on your computer and;
5. Functioning Computer Browser / Software – You must have access to a functioning computer browser and relevant software.

### **eSTATEMENT ACKNOWLEDGEMENT**

By utilizing eStatements, you acknowledge and agree to the additional terms of the eStatements services herein, and elect and authorize the Credit Union to begin electronic delivery of your account statements and marketing material, as well as notices we are required to provide under applicable federal and state laws and regulations. If you utilize eStatements and have a UNIFY Visa credit card, you also acknowledge and agree to receive your monthly Visa statements via electronic statement. You will receive a separate email announcement when your Visa eStatement is available. Your Visa eStatements will contain all the same information as paper statements and you will have the same opportunities to contact us about any questions or disputes.

### **eSTATEMENT ACTIVATION**

Once you meet the requirements above, your eStatements service will be automatically activated. You will be sent an email announcement when your next eStatement is available. In the first month after activation, you will receive both a paper and electronic statement. After that, you will receive only an electronic statement.

### **RETAINING eSTATEMENTS**

Your eStatements will be available via eBanking for a period of twenty-two (22) months from the date of posting. You agree to download and print or otherwise save and store your eStatements and any disclosures for future reference.

### **YOUR RIGHT TO TERMINATE**

You may cancel your eStatements service at any time online by going to the eStatements page on the eBanking Site and selecting "Profile," then setting the delivery to "Paper" within the settings. You may also cancel your eStatements service by submitting a request in writing to us or by contacting us at 877.254.9328 and speaking with a Contact Center Representative. Your request will take no longer than thirty (30) days to become effective from the date the Credit Union receives the request. If you cancel eStatements, the Credit Union will resume sending your paper statement via regular mail. Depending on your account type, converting to paper statements may result in a monthly fee. See the Disclosure of Fees and Charges to determine if the fee is applicable to your account.

### **OUR RIGHT TO TERMINATE**

You acknowledge and agree that the Credit Union can terminate the eStatements service and provide you with paper statements via regular mail for any reason at any time.

### **OUR RIGHT TO CHANGE**

You acknowledge and agree that the Credit Union can amend, supplement, change, or discontinue any of these terms and disclosures at any time by posting same on the eBanking Site. If you continue to use this service after any such change, you are deemed to be agreeing to the change. If you do not agree to the change, you must cancel your eStatements service as set forth above.

## **ADDITIONAL TERMS APPLICABLE TO eTEXT BANKING SERVICE**

The eText Banking service ("eText Banking") allows access to certain account information, such as balances, history, and funds transfers, all via text message. You must be an eBanking user and must log into eBanking to enroll. When you enroll in eText Banking you agree that you are responsible for any charges, fees, data, or message rates that may apply from your service provider.

### **SUMMARY OF eTEXT BANKING TERMS**

By entering your phone number on the eBanking Site, you are subscribed to the Credit Union's eText Banking until you text **STOP** to 226563. By entering your phone number, you also acknowledge and agree to the additional terms of eText Banking herein. The Credit Union's eText Banking is compatible with Alltel, AT&T, BoostMobile, Cincinnati Bell, Sprint PCS, T-Mobile, U.S. Cellular, Virgin Mobile USA, and Verizon Wireless; but is not compatible with all handsets. You agree and consent to receive account alerts. **Message and data rates may apply.** You attest and confirm that you hold the account corresponding to the mobile phone number you entered or that you have the account holder's permission to use this service. For help, send **HELP** to 226563.

### **HOW TO CANCEL/UNSUBSCRIBE**

To cancel/unsubscribe, text STOP to 226563 at any time. An unsubscribe message will be sent to your number confirming the cancellation, but no more messages will be sent after that. You may also request to discontinue service by calling our Contact Center at 877.254.9328, by visiting a branch, or via Live Chat at UnifyFCU.com.

### **ENABLING ACCOUNTS FOR eTEXT BANKING**

You will need to enable and provide nicknames for your accounts to use eText Banking. These changes can be made on the "Account Preferences" or similar page on the eBanking Site.

### **eTEXT BANKING PHONE NUMBER**

The eText Banking phone number to which you may send certain commands is **226563**. For easier access and added security, please add this number to your contacts.

### **eTEXT BANKING COMMANDS**

You may send the commands to below to **226563**:

**BAL** - provides balances for all Credit Union accounts that are enabled for eText Banking

**BAL account nickname** - provides the balance for the specified Credit Union account. Example: BAL acct1

**HIST account nickname** - provides account history for the specified Credit Union account. Example: HIST acct1

**XFER account nickname1 account nickname2 amount** - transfer the specified amount from account 1 to account 2. Example: XFER acct1 acct2 100.00

**HELP** - provides a list of contact points for the Credit Union

**STOP** - stops all further text message communications

### **COST**

There are no Credit Union fees or premium charges for using eText Banking, however message and data rates may apply.

## **PEOPLEPAY SERVICE TERMS AND CONDITIONS**

To view the entire PeoplePay disclosures as it applies to your eBanking access; refer to the PeoplePay Service Terms & Conditions within the eBanking Site. To access the disclosure simply login to eBanking Site, select "PeoplePay," then select "Review Terms & Conditions" in the menu.

## **CRYPTOCURRENCY INTERFACE SERVICE (via NYDIG) TERMS AND CONDITIONS**

These Terms and Conditions, together with our eBanking Disclosure and Agreement, E-Sign Act Disclosure and Consent Agreement, UNIFY's Bylaws, UNIFY's Membership Booklet, and all other terms, conditions, disclosures, and agreements with UNIFY (collectively "Terms"), govern your use of your account with us, as well as your use of our website, mobile application, or other internet interface (collectively "Interface") in conjunction with buying, selling, and holding bitcoin through NYDIG Execution LLC's Bitcoin Trading Platform ("NYDIG's Service"). By using the Interface, you agree to all the Terms. The use of NYDIG's Service is subject to additional terms and conditions. Please review NYDIG's Bitcoin Trading Platform Terms and Conditions ("NYDIG's Terms") for more details. NYDIG's Terms, as amended, are incorporated herein by reference. As used herein, "we," "us," and "our" mean UNIFY Financial Federal Credit Union. "You" and "your" mean all owners and authorized users of the Qualified UNIFY Account (defined below).

PLEASE READ ALL TERMS CAREFULLY. BY USING UNIFY'S INTERFACE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS.

BITCOIN IS NOT INSURED BY THE NATIONAL CREDIT UNION SHARE INSURANCE FUND ("NCUSIF"), THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"), THE SECURITIES INVESTOR PROTECTION CORPORATION ("SIPC"), OR ANY OTHER INSURER, FOR ANY LOSSES OF ANY KIND, INCLUDING THEFT OR DIMINUTION IN VALUE. THE VALUE OF BITCOIN IS EXTREMELY VOLATILE AND CAN RESULT IN SIGNIFICANT LOSSES IN A SHORT PERIOD, INCLUDING THE TOTAL LOSS OF VALUE. BUYING AND SELLING BITCOIN IS INHERENTLY RISKY. YOU SHOULD EVALUATE ALL THE RISKS BEFORE DECIDING TO BUY OR SELL BITCOIN.

IF YOU HAVE QUESTIONS OR CONCERNS REGARDING UNIFY'S INTERFACE, YOUR QUALIFIED UNIFY ACCOUNT (DEFINED BELOW), OR RELATED TRANSACTIONS, PLEASE CONTACT MEMBER SERVICE AT 877.254.9328.

### **UNIFY's Interface**

Subject to additional terms set forth in NYDIG's Terms, NYDIG's Service allows you to buy and sell bitcoin through NYDIG Execution LLC's trading platform and hold purchased bitcoin in your account maintained with NYDIG ("NYDIG Account"). We, including our technology and/or other partners, provide the Interface through which you can initiate buy or sell orders or view your bitcoin balances and transactions as further described in "Your Use of the Interface" below. The funds you use to purchase bitcoin using NYDIG's Service will be withdrawn from your selected qualified account you maintain with us ("Qualified UNIFY Account"), which is linked to your NYDIG Account. Except as otherwise provided herein, net proceeds of bitcoin you sell from your NYDIG Account will be credited to the Qualified UNIFY Account you select. Your Qualified UNIFY Account is only for holding cash; you may not deposit any bitcoin into your Qualified UNIFY Account. All bitcoin you purchase using NYDIG's Service will be held in your NYDIG Account. NYDIG's Service is provided exclusively by NYDIG. We simply support your use of NYDIG's Service via the Interface.

### **Eligibility**

To use the Interface, you must represent and warrant that you: (a) are at least 18 years old (or at least the age of majority in the state in which you reside); (b) have not been suspended or removed from NYDIG's Service; (c) are legally allowed to purchase, own, and sell bitcoin and have full power and authority to enter into and agree to the Terms and, in doing so, will not violate any other agreement to which you are a party; (d) do not reside outside of the U.S. and reside in a state or territory where NYDIG's Service is available; (e) are not identified as a "Specially Designated National" by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and are not placed on the Commerce Department's Denied Persons List; (f) will at all times comply with the Terms; (g) maintain a membership with us good standing including, but not limited to, not being delinquent on any loan with us or having any account with us overdrawn for more than five (5) days; (h) maintain a NYDIG Account in good standing; (i) are not subject to backup withholding by the U.S. Internal Revenue Service ("IRS") or a state tax authority; (j) agree to receive communications relating to your Qualified UNIFY Account electronically (including through the Interface, email, and secure message) in a manner compliant with our E-Sign Act Disclosure and Consent Agreement; and (k) you are an individual, i.e., not a trust or business. UNIFY's eligibility requirements might differ from NYDIG's eligibility requirements.

### **Sharing Your Information**

To support NYDIG's Service, we must coordinate with NYDIG. You agree that we may share with NYDIG your personal information, including, but not limited to: (a) whether your membership with us is in good standing; (b) whether you are deceased or incapacitated; (c) a Closure Event (defined below); (d) whether your Qualified UNIFY Account is subject to garnishment/levy, bankruptcy, or other legal action; (e) your eligibility status (described above); (f) transactions (including inactivity) on your Qualified UNIFY Account; and (g) whether we suspect you have or are engaged in any of the Prohibited Uses (defined below). You also agree NYDIG may share your personal information with us (including information about transactions on your NYDIG account) as necessary to help facilitate NYDIG's Service. In addition, we may disclose your personal information (including transaction information) to third parties that perform services for us. We also may disclose your personal information: (a) to comply with applicable law; (b) to comply with a properly authorized civil, criminal, or regulatory investigation, or subpoena, or summons by governmental authorities; and (c) to respond to judicial process or regulatory authorities. We may also use your personal information to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability, for our own institutional risk control and for resolving customer disputes or inquiries, and as otherwise permitted by law or the Terms. Please refer to our Privacy Policy for more information about how we collect, use, and disclose your personal information.

### **Buy and Sell Bitcoin**

As long as you are eligible, have sufficient and good funds in your Qualified UNIFY Account, and comply with all Terms, including NYDIG's Terms, you can initiate orders through the Interface to buy bitcoin ("Buy Orders") and to sell bitcoin ("Sell Orders") (each, an "Order" and once settled a "Transaction"). In submitting an Order, you (a) agree to be bound by the Transaction, including the obligation to pay the associated Price and Transaction Fee and/or receive the associated Transaction Proceeds; and (b) accept the risks associated with such Transaction. You cannot cancel the Order once you have confirmed it through the Interface.

### **No Investment Advice**

We may provide you with information about the Interface and general information about NYDIG's Service. This information is designed to be educational in nature and is not investment advice. **We are not investment advisors.** This information is not personalized or tailored to your individual financial circumstances or goals, and, as a result, may not be suitable for you. Additionally, the United States Securities and Exchange Commission has taken the position that bitcoin is not a security and is, therefore, not subject to securities laws and protections. Your purchase, holding, and sale of bitcoin is at your own risk.

### **Transaction Total**

When you buy bitcoin utilizing the Interface, the "Transaction Total" reflects the total dollar amount you wish to spend. Any applicable Transaction Fee will be deducted from the Transaction Total, and the amount remaining after the Transaction Fee will be used to purchase bitcoin at the applicable Price displayed in the Interface at the time you initiate the Buy Order (see the "Pricing and Fees" section below for details). For example, if you wish to spend \$100 and the Transaction Fee is 2.5%, then \$2.50 will be deducted from the \$100 Transaction Total, and \$97.50 will be used to purchase bitcoin. For us to provide NYDIG with the Transaction Total, minus any Transaction Fees as applicable, you must have at least the Transaction Total in good and available funds in your Qualified UNIFY Account at the time you place a Buy Order.

### **Transaction Proceeds**

When you sell bitcoin, the "Transaction Total" reflects the dollar amount of bitcoin you wish to sell, before the Transaction Fee is deducted. The bitcoin will be sold at the applicable Price displayed in the Interface at the time you initiate the Sell Order, and the applicable Transaction Fee will be deducted from the proceeds before the remaining proceeds ("Transaction Proceeds") are credited to your Qualified UNIFY Account (see the "Pricing and Fees" section below for details). For example, if you wish to sell \$100 worth of bitcoin and the Transaction Fee is 2.5%, then an amount of bitcoin will be sold to generate gross proceeds of \$100, \$2.50 will be deducted from such \$100 Transaction Total, and \$97.50 worth of Transaction Proceeds will be credited to your Qualified UNIFY Account.

### **Execution of Sell Orders**

Once the Sell Order is accepted, a Transaction Receipt will be available to you. NYDIG might not deliver the Transaction Proceeds immediately to us after NYDIG executes the Sell Order. You will not receive the Transaction Proceeds associated with the Sell Order until NYDIG delivers the Transaction Proceeds to us and we credit your Qualified UNIFY Account. It can take NYDIG up five (5) business days after the execution of your Sell Order to deliver the Transaction Proceeds to us. Until such time, you are owed the Transaction Proceeds from NYDIG and your Qualified UNIFY Account might not show a pending credit. **We are not liable for any losses or damages resulting from any delay or failure in crediting your Qualified UNIFY Account outside of our direct control.**

### **Transaction Fees**

The following fees ("Transaction Fees") will be assessed for the fulfillment of Orders through the Interface:

- two and a half percent (2.50%) of the Transaction Total for each Buy Order, which will be deducted from the Transaction Total; and
- two and a half percent (2.50%) of the Transaction Total for each Sell Order, which will be deducted from the Transaction Total.

Transaction Fees may be paid to or retained by us or our affiliates, NYDIG or its affiliates, or other third parties that assist with the Interface or NYDIG's Service. Transaction Fees may be changed at any time. You will be provided with prior notice of any such change as required by applicable law.

### **Secure Credentials**

You must have or create secure credentials, among other things, to access the Interface. Only you are authorized to use your secure credentials to access the Interface and use NYDIG's Service. You are required to maintain and safeguard your secure credentials and ensure that the Interface is only used in accordance with the Terms.

### **Unauthorized Orders and Transactions**

You are responsible for all Orders and Transactions, including related instructions, using your Qualified UNIFY Account, the Interface, your NYDIG Account, or NYDIG's Service, including all authorized or unauthorized access to your Qualified UNIFY Account, your NYDIG Account, and related liability due to your actions, inaction, or negligence, to the maximum extent permitted by law. Orders made using your credentials are treated as authorized by you, unless you immediately provide us notification otherwise. If you did not authorize a particular Order or Transaction, if you suspect fraudulent activity, or if you believe there has been an error with respect to your Qualified UNIFY Account, you must immediately contact Member Service at 877.254.9328. We have no liability for unauthorized Orders or Transactions, except as may be required by law, and only to the extent you have notified us within two business days after learning of the unauthorized order or transaction, not to exceed 60 days from our transmittal of your account statement showing the unauthorized order or transaction.

In the unlikely event of an unauthorized Buy Order that you validly dispute in accordance with the Terms and relevant laws, and we determine such Buy Order was unauthorized ("Unauthorized Buy Order"), the Transaction Total for the Unauthorized Buy Order will be credited to your primary share account (typically share 0001). Your account will only be credited back for the amount of the Unauthorized Buy Order and related Transaction Fee. You will not receive any increase in the value of bitcoin that was the subject of an Unauthorized Buy Order. We are not responsible for or liable for any losses or damages resulting from any Unauthorized Sell Orders.

### **Prohibited Uses**

You are prohibited from using your Qualified UNIFY Account, your NYDIG Account, NYDIG's Service, and the Interface for any illegal purpose, including, but not limited to, money laundering, engaging in fraud or attempted fraud, or manipulating the digital currency markets.

### **Taxes**

You may have tax liability that arises from Buy Orders and Sell Orders, including Final Sell Orders, executed by NYDIG on your behalf. If required, you will be provided with an IRS Form 1099. Any Form 1099 filings will be reported to the IRS. It is your responsibility to determine whether, and to what extent, you have tax liability as a result of Transactions.

### **Service Disruptions**

Access to your Qualified UNIFY Account, the Interface, your NYDIG Account, and/or NYDIG's Service may be disrupted or unavailable due to circumstances beyond our control, technological failures, or due to scheduled or unscheduled maintenance. This could result in the inability to place Buy Orders and Sell Orders for an unknown time and may also contribute to delays in communication with you regarding your Qualified UNIFY Account. Having access to your Qualified UNIFY Account, the Interface, your NYDIG Account, and/or NYDIG's Service unavailable for an unknown time could have consequences to you, particularly if the Price differs significantly from the Price available prior to such event. We have no liability for any losses resulting from such disruptions, delays, or interruptions.

### **Reasons we may Freeze, Hold, Suspend, or Close your Qualified UNIFY Account**

We may freeze your Qualified UNIFY Account, place a hold on funds therein, or suspend access to, or close your Qualified UNIFY Account, thereby restricting your access to the Interface, NYDIG's Service, and your NYDIG Account, if we determine, in our sole discretion, that: (a) you no longer meet the eligibility requirements; (b) you have violated any of the Terms, including, but not limited to engaging in Prohibited Uses, defined below; (c) you have engaged in any suspicious or fraudulent activity in connection with the Interface, NYDIG's Service, or any other account, whether owned by you or another, or otherwise attempt to defraud us or any person or entity, or have caused us a loss in any way; (d) we are notified of a court order or other legal process (including garnishment, divorce, bankruptcy, or any equivalent processes) relating to you; (e) we receive legal documentation or notice confirming your death or incapacitation or otherwise receive information leading us to believe you have died or become incapacitated; (f) you control another account with us, including subaccounts, that is subject to suspension or closure by us for any reason; (g) your Qualified UNIFY Account has remained in an inactive status for a period of three years or longer; (h) we have reason to believe the security of one or more of your accounts might have been compromised; or (i) we believe we are required to do so in order to comply with applicable law. We are not liable for any loss, including a loss in value in your NYDIG Account, while your Qualified UNIFY Account is frozen, on hold, suspended, or closed. In the event we freeze, hold, suspend, or close your Qualified UNIFY Account, your Qualified

UNIFY Account might not be unfroze, reactivated, or reopened immediately, even if you meet all eligibility requirements.

If we freeze, hold, suspend, or close your Qualified UNIFY Account, your access to all or part of the Interface and NYDIG's Service will be suspended, but your NYDIG Account may still fluctuate in value while your NYDIG Account is still open. We are not liable for any loss in value in your NYDIG Account as a result of those fluctuations while your access to the Interface is suspended or terminated. When we notify you of our decision to close your Qualified UNIFY Account, NYDIG may initiate a Final Sell Order on your behalf. See "Consequences of Closing Your Qualified UNIFY Account or Suspension or Termination of the Interface."

#### **Suspension and Termination of the Interface**

We may suspend or terminate the Interface at any time in our sole discretion.

#### **Consequences of Closing Your Qualified UNIFY Account or Suspension or Termination of the Interface**

ANY TIME YOUR QUALIFIED UNIFY ACCOUNT IS FROZEN, ON HOLD, SUSPENDED, OR CLOSED, OR WE SUSPEND OR TERMINATE THE INTERFACE (COLLECTIVELY "CLOSURE EVENT"), YOU WILL BE UNABLE TO ACCESS THE INTERFACE. THEREFORE, NYDIG MAY TREAT THE CLOSURE EVENT AS A NYDIG ACCOUNT CLOSURE REQUEST, IN WHICH CASE NYDIG MAY INITIATE A FINAL SELL ORDER ON YOUR BEHALF. IF YOU DO NOT EXECUTE A FINAL SELL ORDER YOURSELF AND NYDIG INITIATES A FINAL SELL ORDER ON YOUR BEHALF, THE TRANSACTION PROCEEDS WILL BE DEPOSITED INTO YOUR PRIMARY SHARE, EVEN IF THE PURCHASE WAS MADE FROM A DIFFERENT SHARE. ADDITIONALLY, THERE COULD BE ADVERSE CONSEQUENCES OF A FINAL SELL ORDER, INCLUDING, BUT NOT LIMITED TO LOSSES, A TRANSACTION FEE, A TAX LIABILITY AS FURTHER DESCRIBED IN THE SECTION "TAXES" ABOVE, AND THE TRANSACTION PROCEEDS BEING DISTRIBUTED TO ONE OR MORE JOINT ACCOUNT OWNERS OR BENEFICIARIES ON YOUR ACCOUNT UPON YOUR DEATH. YOU ALSO ACKNOWLEDGE THAT THE PRICE OF BITCOIN MAY DECLINE BETWEEN THE TIME OF THE CLOSURE EVENT, THE INITIAL NYDIG ACCOUNT CLOSURE REQUEST, AND THE EXECUTION OF THE FINAL SELL ORDER; YOU ALONE BEAR THE RISK OF ANY SUCH PRICE DECLINE AND ANY LOSSES RESULTING THEREFROM. LIKE ALL SELL ORDERS, YOU ARE RESPONSIBLE FOR ANY TRANSACTION FEE INCURRED IN CONNECTION WITH THE FINAL SELL ORDER.

#### **Transactions in Violation of the Terms**

If you place a Buy Order that results in your Qualified UNIFY Account being overdrawn, such as if a deposit is returned for any reason, you must bring your Qualified UNIFY Account into good standing within five (5) days of your Qualified UNIFY Account being overdrawn. If you fail to do so, or otherwise complete a Buy Order in violation of the Terms, such Buy Order will be deemed invalid ("Invalid Buy Order"), even though the Buy Order was actually executed. An Invalid Buy Order can trigger a Closure Event, in which case NYDIG may close the NYDIG Account and initiate a Final Sell Order on your behalf, in accordance with the terms herein ("Final Sell Order Resulting From Violation of Terms").

The Price of the bitcoin purchased through an Invalid Buy Order might fluctuate between the time the Invalid Buy Order was executed and the Final Sell Order Resulting From Violation of Terms. If the Transaction Proceeds from the sale of the bitcoin purchased through an Invalid Buy Order are insufficient to bring your Qualified Account into good standing, you will remain obligated to bring your Qualified UNIFY Account in good standing and pay for any resulting loss to us. If the Transaction Proceeds from the sale of the bitcoin purchased through an Invalid Buy Order exceed the Transaction Total of the Invalid Buy Order, you will only be credited the Transaction Total, minus any Transaction Fees, for that sale. You will not be able to benefit from any Invalid Buy Orders, however, you will be liable for any loss resulting therefrom.

#### **Force Majeure / Uncommon Circumstances**

We will not be responsible for any failure to perform our duties and will not be liable hereunder for any loss or damage in association with such failure to perform, including but not limited to any loss or damage directly or indirectly attributable to price fluctuation in bitcoin, including as a result of any circumstance or event which is beyond our (or our agent's) reasonable control that adversely affects our ability to provide NYDIG's Service. Such circumstances include any event caused by, arising out of, or involving: (a) an act of God; (b) accident, fire, water, or wind damage or explosion; (c) any computer, system, or other equipment failure or malfunction caused by any computer virus or other malicious code or the malfunction or failure of any communications medium or any phishing or spoofing or other attack; (d) any interruption of the power supply or other utility service; (e) any strike



or other work stoppage, whether partial or total; (f) any disruption of, or suspension of trading in, the digital asset markets; (g) pandemic or epidemic; or (h) any other similar event.

#### **Disclaimer of Warranties**

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY US, THE INTERFACE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE AND OUR SERVICE PROVIDERS (INCLUDING NYDIG) EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE INTERFACE AND NYDIG’S SERVICE, INCLUDING THE INFORMATION, CONTENT, AND MATERIALS CONTAINED THEREIN. YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH THE INTERFACE MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD-PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE OR UNCOMMON CIRCUMSTANCES, OR OTHER DISASTERS INCLUDING THIRD-PARTY DISTRIBUTED DENIAL-OF-SERVICE ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR REASONABLE CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH THE INTERFACE. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this subsection may not apply to you.

#### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY ANY APPLICABLE LAW, WE AND OUR SERVICE PROVIDERS (INCLUDING NYDIG, AND OUR AND THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES) WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY AND ALL DAMAGES INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, INDIRECT DAMAGES, LOST PROFITS, TRADING LOSSES OR OTHER DAMAGES THAT RESULT FROM YOUR USE OR LOSS OF USE OF THE INTERFACE OR NYDIG’S SERVICE OR ANY THIRD-PARTY CONTENT, INCLUDING, BUT NOT LIMITED TO, DELAYS IN OR THE INABILITY TO ACCESS EBANKING, DELAYS IN OR THE INABILITY TO ACCESS NYDIG’S SERVICE, DELAYS IN OR THE INABILITY TO LOGIN TO YOUR QUALIFIED UNIFY ACCOUNT, IF YOU FAIL TO MEET ELIGIBILITY REQUIREMENTS, ANY CLOSURE EVENT, IF YOUR MEMBERSHIP IS NOT IN GOOD STANDING, OR IF YOU ARE OTHERWISE DENIED ACCESS TO THE INTERFACE OR NYDIG’S SERVICE; OUR INABILITY TO TRANSMIT ORDERS OR INSTRUCTIONS THROUGH THE INTERFACE OR NYDIG’S SERVICE, THE LOSS OR CORRUPTION OF DATA THROUGH THE INTERFACE OR NYDIG’S SERVICE, AND ANY INCONVENIENCE OR DELAY. THIS IS TRUE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR EVEN IF SUCH LOSSES WERE FORESEEABLE. WE AND OUR SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL (SEE, E.G., “FORCE MAJEURE OR UNCOMMON CIRCUMSTANCES” ABOVE). IF YOU ARE LOCATED IN A STATE THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

#### **Additional Terms**

The Terms are in addition to all other terms, conditions, and agreements regarding your membership with UNIFY.

#### **Amendment**

We may revise or supplement the Terms from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If you do not agree with any changes to the Terms, you must immediately stop using the Interface, other than to initiate a Final Sell Order, which must be done within five (5) days of our posting of the revised Terms. If you do not initiate a Final Sell Order within that time, NYDIG may initiate a Final Sell Order on your behalf, in accordance with the terms herein.

#### **Waiver**

No waiver of any provision of the Terms will be deemed to have occurred by our failure or delay in exercising any right or remedy provided in the Terms

#### **Severability**

If any provision of the Terms is deemed unenforceable or void, that provision will be limited and construed to make it enforceable, or, if such limitation or construction is not possible, that provision will be deemed stricken from the Terms and the remaining Terms in full force and effect.