



COMMERCIAL eSERVICES DISCLOSURE AND AGREEMENT

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COMMERCIAL eSERVICES DISCLOSURE AND AGREEMENT

This Commercial eServices Disclosure and Agreement states the terms and conditions that apply when you use UNIFY Financial Federal Credit Union's eServices, which include, but are not limited to: eBanking, eMobile Banking, ePay, eStatements, and eText Banking (collectively "eBanking," "eBanking Services," or "Online Banking"). By utilizing any of the eBanking Services, you agree to the terms and conditions of this Commercial eServices Disclosure and Agreement in its entirety. Read this Commercial eServices 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 Commercial eServices 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 ePay payments;
- Manage additional services such as:
 - Set up text or email alerts;
 - Enroll in online eStatements and/or notices;
 - Request check stop payments;
 - Order checks 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 related business 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 TRANSFERS

"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.

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 understand and agree that prior to utilizing ACH Origination tools with eBanking, you are required to download the Symnatec VIP Token authorization app on your own mobile device at your own expense. The token will be required to authenticate any ACH Origination request. You agree to notify the Credit Union immediately if the mobile device containing the Symnatec VIP Token is lost, stolen, or otherwise compromised. To the extent allowed by law, you are solely responsible for protecting against unauthorized access to your account, including unauthorized transfers authenticated by the Symnatec VIP Token, by the use of physical security, secure-login, other security protocol. You agree to indemnify, defend and hold harmless the Credit Union from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and attorneys' fees, arising out of the processing of any request regarding your account, including unauthorized transfers authenticated by the Symnatec VIP Token, that occur prior to the Credit Union receiving and acknowledging receipt of your notification that the device, credentials, or token have been compromised. You may notify the Credit Union via secure message within eBanking, by emailing CommercialTreasurySupport@unifyfcu.com, or by calling 877.559.1305.

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 username or password, you should first utilize the “Forgot Password” or “Forgot Username” features 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 877.559.1305. 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

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 Allen, Texas. 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 by calling 877.559.1305, by emailing CommercialTreasurySupport@unifyfcu.com, or writing to the postal address below:

UNIFY Financial Credit Union
Business Member Services
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 Business 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 Business Fee Schedule.

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 Business Electronic Fund Transfer Agreement within the Business Membership Booklet.

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 Texas, 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 SUB-USER MANAGEMENT SERVICES

The Credit Union will provide the initially-designated System Administrator for the Business Membership with System Administrator access to the eBanking service by creating a User ID and password. The System Administrator shall be solely responsible for assigning, maintaining, and removing access for other individuals who are authorized to access the eBanking System and/or Services on behalf of Customer ("Sub-Users"). You understand, and will cause each Authorized Representative to understand, that Customer, the System Administrator and the Authorized Representatives are responsible for maintaining the confidentiality of each User ID and password. Customer agrees to notify and cause the System Administrator and each Authorized Representative to notify the Credit Union immediately of any actual or even suspected breach of the confidentiality of any User ID or password.

ADDITIONAL TERMS APPLICABLE TO ACH ORIGATION SERVICES

You understand and agree that prior to utilizing ACH Origination tools with eBanking, you are required to download the Symnatec VIP Token authorization app on your own mobile device at your own expense. The token will be required to authenticate any ACH Origination request. You agree to notify the Credit Union immediately if the mobile device containing the Symnatec VIP Token is lost, stolen, or otherwise compromised. You understand and agree that you indemnify and hold the Credit Union harmless for any unauthorized transfers authenticated by the token that occur prior to the Credit Union receiving and acknowledging receipt of your notification that the device, credentials, or token have been compromised. You may notify the Credit Union via secure message within eBanking, by emailing CommercialTreasurySupport@unifyfcu.com, or by calling 877.559.1305.

ACH Originations are subject to the limitations, restrictions, and provisions as disclosed on the ACH Origination Agreement, including any and all authentication and security procedures contained therein.

ACH PRE-NOTIFICATION ENTRIES

You must submit ACH pre-notification entries if required by us or the Rules. If a pre-notification entry is rejected for any reason, you may not initiate a corresponding entry until the cause for the rejection has been corrected and another pre-notification has been submitted and accepted. You may initiate entries to a receiver's account no sooner than three business days following the settlement date of your pre-notification entry.

NOTIFICATIONS OF CHANGE

If we provide you with a Notification of Change ("NOC") or corrected NOC, you must make the changes specified in the NOC or corrected NOC within six business days of receipt of the NOC information or prior to initiating another entry to the receiver's account, whichever is later. If, however, the NOC is in response to an ACH pre-notification entry, you must make the changes specified in the NOC prior to initiating another entry to the receiver's account.

AUTHORIZATION AND RECORD RETENTION

You may initiate ACH Debit Orders ("Order" or "ACH Debit Order") with the prior authorization of the owners of the accounts affected by such Orders. You agree to maintain a record of each authorization for a period of two years following its termination, and to provide us with a copy upon request. Unless we agree otherwise, you will not submit ACH Debit Orders to collect funds for checks or other paper items which have been dishonored and returned for any reason, even if such represented check Orders are permitted under the Rules.

INTERNAL TRANSFERS

Transfers between your deposit accounts with us are subject to the terms of your account agreement. Although you may instruct our online system to make transfers between your accounts at any time on any day, transfers occurring after our Service cutoff hour or on non-business days may not be posted until the next business day.

TRANSACTION LIMITS AND SAFEGUARDS

You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You agree that you will not allow anyone to initiate Orders without proper supervision and adequate safeguards, and that you will regularly audit the actions of your Administrator and authorized representatives.

CANCELLATION AND AMENDMENT OF ORDERS

You may not cancel or amend an Order after we receive it. If we attempt to reverse an Order at your request, we assume no liability for any interest or losses that result if the reversal is not affected. You agree to indemnify, defend, hold harmless, and reimburse us for all expenses, losses, claims, actions, proceedings, and damages we incur in affecting or attempting to affect any reversal. You are solely responsible for providing notice to receivers that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

REFUSAL OF ORDERS

We may refuse any Order with or without cause or prior notice. For example, we may refuse an Order if there are not sufficient funds collected and available in your account on the date we initiate the transaction or on the settlement date. We may notify you of such refusal electronically, in writing, by telephone, or otherwise no later than two business days after the date an ACH Debit Order was to be effective (one business day for wire transfers). We are not required to pay you interest on a rejected Order for the period from refusal of the Order to your receipt of the notice of refusal.

NOTICE OF RETURNED ORDERS

We may notify you electronically, in writing, by telephone, or otherwise regarding any Order that is rejected or returned for any reason. We will send our notice no later than two business days after the business day we receive notice of a return. We will not be obligated to credit your account with any interest unless the return is caused by our failure to properly execute the Order. We may attempt to remake the Order if the return is due to our error, and we have sufficient data to remake the Order.

NOTICES AND STATEMENTS

Information on transfers to or from your accounts will be reflected on your periodic statements and may be available to you online. We are not required to provide you with any other notice of the receipt, transmittal, or debiting of Orders.

Note: Although we may issue an online ACH or wire confirmation number for tracking purposes, it does not mean that your Order meets our requirements or will be processed.

PROVISIONAL CREDIT

Credit for an ACH transfer is provisional until the receiving financial institution obtains final settlement. If final settlement doesn't occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit.

UNAUTHORIZED ORDER

We may process any Order (including an amendment or cancellation Order) we believe is transmitted or authorized by you if we acted in compliance with the security procedure, including any callback procedure, agreed upon by you and us. Such Orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such Orders, even though they may not have been transmitted or authorized by you. We strongly recommend that you impose a dual-control environment in connection with the transmission and confirmation of Orders. If you elect not to do so, you agree to be subject to a higher standard of care with respect to your accounts, transactions, and statements.

ADDITIONAL TERMS APPLICABLE TO WIRE ORIENTATION SERVICES

You understand and agree that prior to utilizing Wire Origination tools with eBanking, you are required to download the Symnatec VIP Token authorization app on your own mobile device at your own expense. The token will be required to authenticate any Wire Origination request. You agree to notify the Credit Union immediately if the mobile device containing the Symnatec VIP Token is lost, stolen, or otherwise compromised. You understand and agree that you indemnify and hold the Credit Union harmless for any unauthorized transfers authenticated by the token that occur prior to the Credit Union receiving and acknowledging receipt of your notification that the device, credentials, or token have been compromised. You may notify the Credit Union via secure message within eBanking, or by emailing CommercialTreasurySupport@unifyfcu.com, or by calling 877.559.1305.

Wire Originations are subject to the limitations, restrictions, and provisions as disclosed on the Wire Origination Request Form (Recurring Funds Transfer Agreement), including any and all authentication and security procedures contained therein.

ADDITIONAL TERMS APPLICABLE TO MERCHANT DEPOSIT CAPTURE

You can use this Service to scan images of checks and other items ("Checks") and then transmit those images and other data to us electronically for deposit to your account. The Checks will then either be processed electronically or converted to substitute checks ("Substitute Checks") based on the information you provide.

EQUIPMENT AND SOFTWARE

We may provide you with equipment and/or software (collectively, "Equipment") that you can use to scan and transmit images of the front and back of Checks and other information (e.g., MICR line data) to us. You will be responsible for all other materials necessary for the Service, such as a telephone, terminal, modem, internet connectivity, consumables (e.g., ink cartridges and other supplies), and computer.

You may use the Equipment only for the purpose of processing Checks and information in the manner permitted by this Agreement. You may not (a) use the Equipment to process Checks through other institutions; (b) use the Equipment at a location other than your regular place of business; (c) perform or allow others to perform alterations or repairs to the Equipment without our written consent; or (d) attempt to bypass or disable any security feature of the Equipment. When this Agreement ends, your right to use the Equipment also will terminate automatically. You must maintain the Equipment we provide to you in good condition, subject to normal wear and tear, and return it to us at the address we direct. You will be responsible for all damage beyond normal wear and tear.

Except for Equipment that we provide to you and agree to maintain, we will not be responsible for repairing or replacing defective Equipment; you will be responsible for all maintenance and repairs. We also assume no responsibility for any computer virus or related problems that may occur with your use of this Service, whether you obtain equipment or software from us or from a third party.

USING THE SERVICE

You agree to (a) only use equipment and software that meet our Service specifications, as they change from time to time; (b) follow our Service instructions for capturing and transmitting Check images and other information to us; (c) ensure that the words "Electronically Deposited" or similar wording is clearly and conspicuously printed on all original Checks and all Checks are properly endorsed by you; (d) view each Check as it is scanned to ensure that the images (front and back) are being captured and accurately and legibly depict all information on the original Check; (e) retain original Checks for no less than 15 days and no more than 45 days; (f) no later than the 45th day, promptly destroy (by shredding) the original Checks; (g) adopt commercially reasonable security procedures in connection with the storage and destruction of original Checks and any copies of such Checks; (h) allow us to examine the physical location where you capture and transmit Check images and store original Checks to confirm your compliance with this Agreement; (i) adequately train your employees on the use of the Service and evaluate the need for separation of employee duties to reduce the risk of fraud; (j) allow us to inspect any audit report related to your operational process for the Service; and (k) provide us with the original Check (if it is within your possession) or a sufficient copy of the Check within five business days of our request. A "sufficient copy" of a Check is a paper reproduction of an original Check that accurately represents all the information on the front and back of the original Check as of the time the image was transmitted to us by means of this Service.

Once you transmit Check information to us, you agree that you will not attempt, directly or indirectly, to negotiate, deliver, transfer, or deposit the original Checks (or copies of such Checks, whether in paper or electronic form) with us or others.

CERTAIN CHECKS NOT PERMITTED

You may use the Service only to process the deposit of original paper Checks that are payable to you. Unless we specifically agree otherwise in writing, you may not use the Service to deposit: (a) Checks payable to a third party or to you and a third party; (b) demand drafts; (c) Substitute checks (i.e., paper checks created from an electronic image); (d) Checks that are irregular in any way (e.g., where the numerical and written amounts are different); (e) Checks that have previously been returned unpaid for any reason; (f) Checks that are postdated or more than 6 months old; (g) Checks drawn on a foreign bank or payable in a foreign currency; (h) Checks payable to "Cash"; (i) Checks issued by you or any company affiliated with you through 25% or greater common ownership or control; (j) registered government warrants; (k) any Check that you suspect is fraudulent or not properly authorized; or (l) any Check or Checks that exceed the transaction limitation(s) that we establish from time to time. Our processing of any of the Checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

We may refuse any Check for deposit, with or without cause, or may elect to take a Check on a collection basis only. If we accept a Check for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. Please see your Account Agreement for other restrictions on deposits.

YOUR REPRESENTATIONS

You represent and warrant the following with respect to each Check that you transmit electronically to us: (a) you have the legal right to accept the Check for deposit and negotiation, regardless of the name of the payee shown on the Check; (b) the images and information that you transmit accurately represent all of the information on the front and back of the original Check, including (without limitation) all endorsements, at the time of transmission; (c) you have not taken any action that would obscure, alter, or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another institution from capturing or processing such information; (d) you make all warranties that would otherwise apply to the Check if it had been a paper item deposited with us; (e) you make all encoding, transfer, presentment and other warranties that we (or any correspondent bank we use) are deemed to provide to others (e.g., as a reconverting bank) under any law, clearing house rule, or image exchange network or agreement to which we are a party; (f) the Check will not be presented for deposit or payment more than once; (g) you will not submit files with malicious code; and (h) if we agree that you may process previously truncated and reconverted substitute checks through this Service, you will ensure that the identification of previous truncating and reconverting banks are preserved and that returned substitute checks meet the requirements for legal equivalency under Federal Reserve Regulation CC.

HOURS OF OPERATION

The Service can be utilized 24 hours a day, seven days a week, except when our system is unavailable due to needed maintenance or system outages. Deposit information received on a Saturday, Sunday, or holiday, or after our Service cutoff hour on a business day, may be deemed received by us as of the next business day. We are not responsible for the unavailability of the Service or any damages that may result from its unavailability. If the Service is not available for any reason or a Check cannot be processed by means of the Service; you may deposit your Checks directly with your branch of account.

CONFIRMATIONS

Although we will not send you a confirmation for each Check we receive, you can use our online service to confirm our receipt of your batch file. If Check information received by us is not complete or cannot be processed by us for any reason, we may reject the deposit, notwithstanding any file receipt information shown at our website, and charge the amount back against any provisional credit to your account.

RETURNED CHECKS

If a Check is returned unpaid to us for any reason, we may return it to you in the form of a Substitute Check. If you decide to redeposit the returned item, you may only redeposit the Substitute Check; you may not deposit the original Check.

ARCHIVES

Our Service contains an archival component for your convenience. You can use it to store Check images electronically. We assume no liability if this archiving component fails to perform for any reason.

AVAILABILITY

If we receive your Check information on a business day before our Service cutoff hour, we will consider that day to be the day of your deposit. If we receive your transmission after our cutoff hour or on a non-business day, we may treat the deposit as received the next business day. In most cases, funds from the deposit will be available by the business day following the day of deposit. If the drawee of a Check or another third party makes a claim against us or seeks a re-credit with respect to any Check processed through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim. We also may charge your account for any Check that is returned, whether or not the return is timely or proper.

INDEMNIFICATION

You will indemnify, defend, and hold us harmless against any and all actions, proceedings, liabilities, losses, costs (including attorney's fees) and claims, including (without limitation) warranty claims, that result from or arise in connection with: (a) our processing of Checks in accordance with this Agreement or your instructions; (b) your actions or omissions, including your breach of any representation or failure to comply with this Agreement; (c) any

Modifications or changes you make to the Equipment without our written consent; (d) any misuse of the Equipment by you, your employees, or agents; (e) your failure to comply with applicable state and federal laws and regulations; (f) actions by third parties, including, but not limited to the introduction of a virus, that delay, alter or corrupt the transmission of Check images or information to us; or (g) any claim by a recipient of a substitute check corresponding to a Check processed through the Service, that the recipient incurred a loss due to (i) the receipt of the substitute check instead of the original Check, or (ii) multiple payments with respect to the same original Check, based on any combination of the original Check, the substitute check and/or any paper or electronic copy of either.

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. In addition, you may have the ability to approve, as needed, ACH or Wire Origination requests from within the mobile 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 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 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 877.559.1305 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 877.559.1305 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, Boost Mobile, 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 877.559.1305, 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

eTEXT BANKING COST

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