

# Digital Banking Services Agreement

Effective June 1, 2020

This Digital Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Digital Banking service or the Bill Payment service ("Services"). It also describes the rights and obligations of Hoosier Hills Credit Union ("Credit Union"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

**If you are under the age of eighteen (18) years of age or are not at least the age of majority or otherwise incapable of binding Yourself to a legal contract in the jurisdiction from which you enter into this agreement, you MUST have your legal guardian (e.g., your parent) or someone with authorized power of attorney review this agreement and consent upon your behalf or you should not proceed any further. The Credit Union does not knowingly collect any personal information from or about individuals under 18 years of age. Please do not submit such information to the Credit Union, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Service, you represent that you meet these requirements.**

## **1. Definitions.** For the purposes of this Agreement, the following definitions apply:

- a) "Access Codes" include Login ID, password, and any other means of access to Digital Banking.
- b) "Agreement" refers to this Digital Banking Services Agreement.
- c) "Business Days" are Monday through Saturday except for Federal Reserve holidays.
- d) "Consumer" refers to a member account established primarily for personal, family, or household use.
- e) "Credit union" refers to Hoosier Hills Credit Union.
- f) "Digital Banking" or "Service(s)" refers to Credit Union's Online/Internet services.
- g) "EFT" refers to electronic funds transfers, which are electronically initiated transactions through Digital Banking involving your share accounts and Bill Pay transfers made through Bill Pay services.
- h) "Membership Agreement and Disclosures" shall mean the Membership Agreement and Disclosures between you and Credit Union.
- i) "You" or "your" refers to each member or authorized agent that accesses Digital Banking.

## **2. Eligibility for Digital Banking**

- a) To use Digital Banking, you must have an account in good standing at the Credit Union and have executed this Agreement. This Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and, to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the state of Indiana, without regard to its conflicts of law provisions.

- b) Not all types of accounts qualify for Digital Banking. Contact the Credit Union with questions.

### **3. Access to Services**

- a) To use Digital Banking, you must have a computer or a mobile Internet-enabled access device, access to the Internet and a login ID and password. Credit Union may also utilize uniquely identifying information to confirm your identity. There may be additional or optional security measures installed by Credit Union from time to time, at Credit Union's discretion.
- b) You will be enrolled in Digital Banking by accepting the terms and conditions stated in this Agreement. Such enrollment shall enable you to access only those accounts that you have designated and that are eligible for access with Digital Banking.
- c) Digital Banking is available twenty-four (24) hours a day, seven (7) days a week. Some Services may not be available due to system maintenance, which will occur from time-to-time at our sole discretion. You are responsible for the operation and maintenance of your computer or mobile device and for ensuring it meets the technical requirements to access Digital Banking. The Credit Union is not responsible for any errors or failures involving your computer or Internet service provider or for any telecommunication difficulties that prevent use of wireless banking services or products (including Digital Banking).

### **4. Hardware, Software and Operating System**

- a) You must use a computer or mobile phone to use Digital Banking. To access your account with the best experience, use the most up to date versions of the approved browsers listed below. If you are not using one of the supported browsers listed below, you may encounter access issues.
  - i. Mozilla Firefox
  - ii. Google Chrome
  - iii. Apple Safari
  - iv. Microsoft Edge
- b) For opening or reading PDF documents, the most recent version of Adobe Reader available for desktop and mobile devices are recommended.
- c) Your browser will need both JavaScript and cookies enabled to access and operate Digital Banking.
- d) You may also use a mobile phone application developed for Digital Banking if your mobile phone supports it. You are responsible for installation, maintenance, and operation of devices used to access Digital Banking. Credit Union is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to Digital Banking. Credit Union is not responsible for malicious code, or problems related thereto, associated with use of online systems.
- e) You understand that you are responsible for any and all message and data rates imposed by your wireless service provider when you use Digital Banking. In order to use Digital Banking, you must obtain and maintain, at your expense, compatible hardware and software. Credit Union is not responsible for any third-party software you may need to use Digital Banking. Any such software is accepted by you "as is" and is subject to the terms and conditions of the software agreement you enter into with the third-party software provider at time of download and installation.

### **5. Security of Account Login Credentials**

1. Your role is extremely important in the prevention of any wrongful use of your account. During enrollment you will select a login ID and a password. You will also be asked to select a target destination to receive a one-time use, secure access code to gain access to your account(s) through Digital Banking when using a device that has not been previously registered. For security purposes, Credit Union recommends that you memorize your password and do not write it down. You can further protect your password by:
  1. Avoiding the use of easily accessible information, such as, your date of birth or street address; and
  2. Changing it regularly or if you ever suspect someone else may know it.
2. Passwords must contain:
  - Between 5 and 15 characters
  - At least 1 number
  - May not be the same as the last 10 passwords
  - May not be the same as the most current password
3. In addition to protecting your login ID, password and other account information, you must take precautions to protect your personal identification information, such as your driver's license, Social Security Number, and the like. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.
4. You understand that any owner on your accounts and anyone you authorize to have or use your login credentials may use Digital Banking to view your account information and make account transactions. Therefore, Credit Union is entitled to act on transaction instructions received using your login credentials, and you agree that use of your login credentials will have the same effect as your signature in authorizing transactions. Additionally, you will be liable for unauthorized use of your login credentials to the extent allowed by applicable federal and state laws. If you authorize anyone to use your login credentials in any manner, this authorization will be considered unlimited in amount and manner until you specifically i) revoke such authority by notifying Credit Union and ii) change your login credentials. You are responsible for any transactions made by such persons until you i) notify Credit Union that transactions and access by that person are no longer authorized and ii) your login credentials are changed. If you have given your password to another person and no longer wish that person to have access to your account, or if you believe someone has obtained your password without your knowledge, it is YOUR RESPONSIBILITY to immediately change your password and to notify Credit Union at once at the address or telephone numbers listed in "Your Liability for Unauthorized Electronic Funds Transfers," below.
5. Credit Union may from time to time implement additional or alternative procedures to protect the security and confidentiality of your Digital Banking transactions. You agree to comply with all security procedures Credit Union may impose in connection with Digital Banking, including any changes to such procedures that Credit Union might make from time to time. You agree that all security procedures used by Credit Union, our affiliates and agents in connection with Digital Banking are commercially reasonable security procedures and, as a result, you assume all risk of loss for unauthorized transactions where Credit Union has followed its then-current security procedures. You acknowledge that Credit Union reserves the right to change the security procedures from time to time, upon notice to you if such notice is required by law. Your continued use of Digital Banking constitutes your agreement to comply with such changed procedures and your acknowledgement that such changed procedures are commercially reasonable.

**6. Data Transferred via Digital Banking.** Data transferred is encrypted in an effort to provide transmission security. Notwithstanding, you acknowledge that the Internet is inherently insecure and that all data transfers, including e-mail, occur openly on the Internet and may be monitored and read by others. By enrolling in Digital Banking, you acknowledge and accept these risks. Credit Union expressly disclaims any warranty that data transfers utilizing Digital Banking or e-mail transmitted to or by Credit Union will not be intercepted, monitored, or read by others.

**7. Reasonable Care**

- a) Credit Union will exercise good faith and reasonable care in processing your transactions. You will similarly exercise good faith and reasonable care in establishing and maintaining your own security procedures, in communicating with Credit Union, in reviewing account statements for any errors or discrepancies, and in all other use of Digital Banking. No one from Credit Union will contact you via phone, text or email requesting your access codes.
- b) To help prevent unauthorized access to your account, you must log off of Digital Banking each and every time you use it. You are solely responsible for any unauthorized access to your personal or financial information and any transactions on your account(s) that result from your failure to properly log off of Digital Banking.

**8. Types of Transactions Available.** You authorize Credit Union to process the permitted transactions you initiate through Digital Banking. The following transactions are currently available:

- a) Review account balances, transaction history;
- b) Review account balances, due dates, payoff amounts, interest rates, and transaction history for loan accounts;
- c) Make payments to loan and credit card accounts;
- d) Apply for a loan;
- e) Transfer funds among accounts with Credit Union, or your account at other institutions;
- f) View check images;
- g) Reorder checks;
- h) Stop payment on a check;
- i) Download and/or export account history information for use with other financial management software such as Quicken;
- j) Set up account alerts;
- k) Access your account through your mobile device;
- l) Deposit checks remotely through your mobile device
- m) Access E-statements and E-notices;
- n) Send secure messages to Credit Union with questions regarding your accounts;
- o) Submit updated change of address and contact information;
- p) Receive and pay bills with Bill Pay (separate registration required);

- q) CardSwap
- r) People Pay, Person 2 Person transfers
- s) Member to Member transfers
- t) Mobile access to account information over the Short Message Service (SMS)

Credit Union may add other services from time to time. By using new services when they become available, you agree to be bound by the terms and conditions associated with such services, as such terms and conditions are provided to you by Credit Union, and the Agreement. Transactions involving your deposit accounts will be subject to the terms of your Membership Agreement and Disclosures. Transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable.

- 9. Fees.** Digital Banking is a free service. There may be fees associated with the use of additional services requiring separate enrollment and/or authorization.
- 10. Alerts.** Credit Union may allow you to sign up to receive alerts via e-mail or other means concerning the status of your account. You acknowledge that such alerts are a convenience only and should not be relied upon as your sole source of information about your account or Digital Banking. You are solely responsible for all information made available to you concerning your account, regardless of whether Credit Union transmits an alert. Credit Union will have no liability whatsoever for any failure to transmit an alert or any errors or omissions contained within an alert.
- 11. Transfer of Funds.** Fund transfers may be made on a one-time or 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.
- 12. Internal Transfers:** Internal transfers will be posted to any account with Credit Union from which it is made, and to any other account with Credit Union that is involved in the transaction, on the business day on which the transfer is made. Information you obtain about your accounts using Credit Union services may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions based on such information.
- 13. Preauthorized Recurring Fund Transfers:** To the extent Credit Union makes them available, you authorize Credit Union to establish preauthorized recurring fund transfers in accordance with your requests to Credit Union. Credit Union will only allow preauthorized recurring fund transfers that do not vary in amount.
- 14. Member to Member Transfer:** Digital Banking gives you the option of a one-time transfer of funds from an eligible deposit account to another member's eligible deposit account. You will need to provide certain identifying information about each account you are transferring to in order to complete the transfer. For these transfers, you agree that you will only attempt to transfer funds when authorized to do so by the member receiving the funds. This service may not be available for all accounts or members. If the account does not have sufficient available funds Credit Union will not initiate the transfer.
- 15. External Transfers**
  - a) "External Transfers" are outbound and inbound electronic fund transfers that allow you to move funds between one of your eligible accounts with Credit Union and a registered account at another financial institution. You must be at least eighteen (18) years old to use External Transfers. There are three types of transfers available for External Transfer: (1) a

one-time transfer for which processing shall be initiated that day, (2) a one-time transfer for which processing shall be initiated at a later specified date, and (3) a recurring series of transfers for which processing shall be initiated on the specified dates.

- b) In order to verify an external account, you authorize Credit Union to make a small (\$1.00 or less) deposit to such external account.
- c) You will need to enroll each non- Credit Union account that you wish to use for External Transfers. Credit Union may allow you to link external accounts that you own or for which you have unlimited authority to initiate deposits and withdrawals. By linking an external account, you authorize Credit Union to initiate automated clearinghouse (ACH) debit or credit entries to such external account. By linking an external account, you also certify that you are an owner or authorized user on the external account, with unlimited withdrawal or deposit rights on the depository institution's records, to originate transfers to or from such external account. You agree to provide Credit Union with written documentation of your ownership of or unlimited authority regarding such external linked accounts, as applicable, on Credit Union's request. You are required to notify Credit Union if any external linked account is closed or your withdrawal rights are limited or removed so that such external linked account may be un-linked from Digital Banking. When initiating a transfer to or from an external linked account, if you are not an owner of such account, you certify that you have full authority to initiate such transfer and that such transfer has been authorized by the account owner.
- d) You agree to use Digital Banking for legal purposes only and not in violation of any U.S. or foreign laws, including but not limited to laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations promulgated by the U.S. Treasury Department, such as sanction laws administered by the Office of Foreign Asset Control. You agree that if Credit Union suspects or believes that a transaction is unlawful or even suspicious, Credit Union may block the transaction and take any other action it deems to be reasonable. The foregoing includes acting to prevent violations of the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) and this Agreement.
- e) Credit Union and its service provider will process your ACH transfer request based on the information you provide. Any errors in the information (including incorrect or inconsistent account names, account numbers, or ABA routing numbers) that you provide to Credit Union are your responsibility. Credit Union and its service provider are not required to investigate discrepancies between account numbers and names on the account.
- f) If you instruct Credit Union to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer, Credit Union may refuse to complete the transaction. Credit Union may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If Credit Union completes a transfer that you make or authorize and Credit Union subsequently learns that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that Credit Union may reverse the transaction or offset the shortage with funds from another account you have with Credit Union. In any case, you are fully obligated to Credit Union to provide sufficient funds for any transfers you make or authorize. If Credit Union does not make a transfer, or if it reverses a transfer because of insufficient funds, it is not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account.
- g) You understand that Credit Union and its service provider may originate more than one ACH entry (for example, a paired credit and debit entry) to accomplish the transfer you are requesting or authorizing. These ACH entries may be originated in any sequence (for

example, a credit may be provided to you in advance of settlement on a paired debit entry against your account). You authorize Credit Union or its service provider to resubmit debit entries against your account as needed to fulfill the ACH transfer you have requested. If this is a recurring ACH transfer, this authorization will continue in full force and effect until such time as you cancel the recurring ACH transfer as provided below.

- 16. Cancellation:** In general, Transfers (either one-time or recurring) may be cancelled through digital/mobile banking prior to the cut-off time on the business day that they are scheduled to be processed.
- 17. Posting:** Outbound transfers will be initiated on the processing date you select and funds will be debited from your account on the settlement date. If sufficient funds are not available on the scheduled date of transfer, Credit Union may elect not to initiate your transfer request. Inbound transfers will be initiated on the processing date you select and funds will be credited to your account and generally available within the next two (2) Business Days. YOU REMAIN RESPONSIBLE FOR THE BALANCE OF SUCH TRANSFERS AND YOUR ACCOUNT WILL BE ASSESSED AND CHARGED THE APPROPRIATE OVERDRAFT, UNCOLLECTED, OR RETURNED ITEM INSUFFICIENT CHARGES. See our current Fee Schedule for the current amounts of these charges.

You agree that credits to your account are provisional and subject to return or reversal if Credit Union receives returns or reversals from the ACH or if it must otherwise reverse an ACH transfer (including for failure to receive final payment). After Credit Union has received final payment on ACH credits, these deposits are referred to as "collected items". Credit Union also reserves the right to refuse to process or to return all or any funds transferred.

- 18. Limitations:** Transfers to or from a Credit Union account, to or from an account at another financial institution may have maximum daily and/or monthly limits. All accounts must be located in the United States. Credit Union reserves the right to raise or lower limits, generally, or as to particular accounts, at any time and without prior notice other than notice required by applicable law.
- 19. Disqualifying Events:** You agree that Credit Union may reduce the dollar limits on transfers as described above, or terminate your eligibility to make future transfers (including cancelling scheduled future transfers), in each case without prior notice (other than notice required by applicable law), upon occurrence of a Disqualifying Event. Below are examples of Disqualifying Events, this is not meant to be a complete list of possible Disqualifying Events:
- a) Any of your Accounts with Credit Union are not current or are not in good standing.
  - b) You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Account with Credit Union during the current or prior three (3) calendar months.
  - c) You have had any prior External Transfer involving accounts at other financial institutions cancelled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
  - d) You attempt to use External Transfers to transfer funds between your eligible Consumer accounts with certain non-consumer accounts at other financial institutions, or to transfer funds between your eligible business accounts with certain non-business accounts at other financial institutions.
  - e) Credit Union suspects fraud or unauthorized use has or may occur with respect to your account(s) with Credit Union or with respect to any External Transfer(s).
  - f) Any Loans with Hoosier Hills become delinquent past the grace period.

**20. Member Liability for Unauthorized Transactions.** You are responsible for all transactions you authorize using EFT services in connection with this Agreement. If you permit someone else to use an EFT service, your card, or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Please refer to your Membership Agreement and Disclosures for full details regarding your liability for unauthorized transfers.

**21. CONTACT CREDIT UNION AT ONCE** if you believe your access credentials have been lost or stolen, if you believe someone has used your credentials or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit) if the Credit Union is not made aware of unauthorized access to your account.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call our Call Center at (800) 865-2612.

**22. In Case of Errors or Questions about Digital Banking Transactions.** In case of errors or questions about electronic fund transfers from your accounts or if you need more information about a transfer reflected on a statement or receipt, telephone Credit Union at the following number or send Credit Union a written notice to the following address as soon as possible. Credit Union must hear from you no later than sixty (60) days after Credit Union sends the first (1<sup>st</sup>) statement on which the problem appears. Call Credit Union at:

Call (812) 279-6644 or (800) 865-2612 or write to:  
Hoosier Hills Credit Union  
630 Lincoln Avenue, Bedford, IN 47421

In your notification to Credit Union, tell Credit Union your name and account number, describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error and/or why you need more information relating to such electronic transfer, tell Credit Union the dollar amount of the suspected error. If you tell Credit Union orally, Credit Union may require that you send Credit Union your complaint or question in writing within ten (10) business days.

Please refer to your Membership Agreement and Disclosures for full details regarding billing errors or questions about electronic fund transfers from your account.

**23. Service Cancellation, Termination, or Suspension.**

- a) If you wish to cancel Digital Banking, you may contact Credit Union as set forth in, "Your Liability for Unauthorized Electronic Funds Transfers." Any transfer(s) that Credit Union has already processed prior to the termination or suspension date will be completed by Credit Union. All scheduled transfers (including recurring transfers) will cease to be processed once Digital Banking is terminated or suspended. Neither termination nor suspension shall affect your liability or obligations under this Agreement.
- b) Credit Union reserves the right to suspend or terminate access to any of the Digital Banking services at any time and without prior notice, including, without limitation, if (i) Credit Union, in our sole judgment, believe you have engaged in conduct or activities that violate any of the terms of this Agreement or Credit Union's rights; (ii) if you conduct or attempt to conduct any fraudulent, illegal, or unlawful transaction; (iii) if Credit Union has reason to believe that there has been an unauthorized use of your accounts; or (iv) if you provide Credit Union with false or misleading registration information or interfere with other Credit Union users

or the administration of Digital Banking. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

- c) Credit Union reserves the right to terminate Digital Banking if you fail to use Digital Banking for more than six (6) months.

**24. Confidentiality.** Credit Union will maintain the confidentiality and privacy of your account information in accordance with Credit Union's Privacy Policy as stated on Credit Union's website. However, in any of the following instances, Credit Union may disclose information to third parties about your account or the transfers you make:

- a) As necessary to complete transfers;
- b) To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c) If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that Credit Union may provide personal information about you and your account as necessary to provide you with the requested service(s);
- d) To comply with government agency or court orders; and
- e) If you give Credit Union your written permission.

**25. Change of Terms.** Subject to any notice required by law, Credit Union reserves the right to change any of the terms of this Agreement and Digital Banking described in this Agreement. Prior notice may not be given if an immediate change is necessary to protect the security of your account or the EFT system. Use of Digital Banking is subject to existing regulations and any future changes in those regulations. Your use of Digital Banking after receipt of notification of any change constitutes your acceptance of such change

**26. Acknowledgment of Existing Account Terms.** You understand and agree that all terms and conditions associated with each of your accounts still apply.

**27. Governing Law.** This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Indiana, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**28. Disclaimer of Warranties.** YOU UNDERSTAND THAT CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

**29. Limitation of Liability**

Limitation of Liability for Loss. To the fullest extent allowed by law, you agree that neither Credit Union nor any of Credit Union's employees, officers, directors or affiliates will be liable to you or any third party for any loss, property damage, bodily injury, consequential or incidental damages (including but not

limited to loss of data, profits or opportunity), or any other indirect, special, or punitive damages whatsoever arising out of this Agreement.

**Exclusive Remedy.** You agree that your recovery for any damages that you incur in connection with your use of Digital Banking will be limited to the correction of the erroneous transaction(s) Credit Union effected or, in the event such correction is impossible, a refund of fees paid by you in connection with Digital Banking during the sixty (60) day period directly preceding the date that damages were incurred. No failure or unconscionability of that or any other remedy will affect the enforceability of the limitations on and exclusions of consequential, incidental and other damages described in the preceding paragraph.

**Your Liability.** Except as otherwise provided by law, you will be liable for any Credit Union loss or damages resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by others (other than Credit Union). Such liability includes instances when you effect one (1) or more transactions to Credit Union's or another's detriment. You are liable for all payments that you make or which are made or requested by an authorized user, even if such authorized user exceeds your authority and even if such authorized user is not an authorized signer on your account.

In no event will Credit Union be liable for any errors relating to a transfer to or from your account:

- a) If, through no fault of Credit Union, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to Credit Union's Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit;
- b) If you used your access code in an incorrect manner;
- c) If the money in your account is subject to legal process or another claim;
- d) If funds in your account are pledged as collateral or frozen because of a delinquent loan; or
- e) If circumstances beyond Credit Union's control (such as fire, flood, or power failure) prevent the transaction.

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**THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:**

**Company Representative If You Are a Business Entity**

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to a company representative. It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using our Digital Banking service.

**Each person using your access codes will have the ability to:**

- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
- Obtain information that we make available about qualifying accounts.

Obtain other services or perform other transactions that we authorize or allow.  
Allow anyone else to use those access codes to make transfers or obtain information or other services.

**You can limit the access of each of your business users through proper set up.**

### **Your Liability for Transactions from Business Accounts**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone “your” access codes and want to terminate that person’s authority, you or the company representative must immediately change the access code. If you want to terminate granted access codes, you can terminate granted access codes yourself through system settings. You may call a branch representative for assistance with terminating an authorized user or company representative. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Digital Banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Digital Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

You may call or write:

Call (812) 279-6644 or (800) 865-2612 or write to:  
Hoosier Hills Credit Union  
630 Lincoln Avenue, Bedford, IN 47421  
[info@hoosierhills.com](mailto:info@hoosierhills.com)

### **Limitations on Our Liability in Connection with Business Accounts**

We will make every reasonable effort to provide full performance of our Digital Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Digital Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may

incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Other Services**

We may provide you other services through our on-line banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

**Security Procedures**

By entering into this agreement and using our Digital Banking service to perform transactions from business accounts, you agree to comply with our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information.

You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

**Indemnification**

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

**END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS**

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**Bill Payment Service**

This is your bill paying agreement with Hoosier Hills Credit Union.

You may use Hoosier Hills Credit Union’s Bill Payment Service, iPay Solutions, to direct Hoosier Hills Credit Union to make payments from your designated checking account to the “Payees” you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account. You should not use the Bill Payment Service to make payments to settle securities purchases, payments

to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

## **Fees**

The Service is provided to you at no charge. We may, with at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the fee, which may change from time to time. Further, we may change any Service fee at any time, as long as we give you least 30 days prior notice, to the extent required by applicable law.

## **Instructions for Setting up Payees & Payments**

**Payees:** If you want to add a new "Payee," first select the "Payee" tab located in the bill pay or speak to an iPay service representative at (855) 225-8869.

- The Financial Institution reserves the right to refuse the designation of a "Payee" for any reason.

**Payments:** You may add a new payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.

- You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's).
- The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

## **The Bill Paying Process**

Funds must be available in your Bill Payment Account on the scheduled payment date. After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

**Single Payments** – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

**Recurring Payments** – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

**Note:** If your frequency settings for the recurring payments specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

## **Single and Recurring Payments**

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

## **Cancelling a Payment**

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled process date through digital/mobile banking.

## **Liability**

- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- The Financial Institution is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- The Financial Institution is not liable for any failure to make a bill payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a "Payee" for a bill payment.
- The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent.

## **No Duty to Monitor Payments**

The Credit Union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Credit Union will not be liable in any way for damages you incur for any of the following reasons:

- Insufficient funds in your Bill Payment Account to make the payment on the processing date;
- Delays in mail delivery;
- Changes to the payee's address or account number unless we've been advised of the change in advance;
- The failure of any payee to correctly account for or credit the payment in a timely manner, or
- Any other circumstances beyond the control of the Credit Union

## **Amendment**

The Financial Institution has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

## **Termination**

The Financial Institution has the right to terminate this agreement at any time. You may terminate this agreement by written notice to the Financial Institution. The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Financial Institution on your behalf.

## **Electronic Fund Transfer Provisions for Consumers**

### **Applicability**

These provisions are only applicable to online electronic fund transfers which credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Credit Union may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

### **Your Liability**

The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

- If you notify the Credit Union within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less
- If you fail to notify the Credit Union within two (2) business days after your password was lost or

stolen, your liability will not exceed the lesser of \$500.00 or the total of:

\* \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and  
\* the total of authorized EFTs which occur during the two (2) days before notification to the Credit Union, provided the Credit Union establishes that these EFTs would not have occurred had the Credit Union been notified within that two-day period.

- You must report an unauthorized EFT which appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred after the close of the 60-day period and before notice to the institution, and that the institution establishes would not have occurred had the consumer notified the institution within the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
- If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
- You may notify the Credit Union by telephone, by writing, or in person. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

### **Telephone Numbers and Addresses**

In case of errors or questions regarding an Online Banking or Bill Payment transaction, call (812) 279-6644 or (800) 865-2612 or write us at: Attn: EFT Department, Hoosier Hills Credit Union, 630 Lincoln Avenue, Bedford IN 47421.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

- Your name and account number
- A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information

The dollar amount of the suspected error and date on which it occurred.

### **Our Liability**

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. We will not be liable to you in the following instances:

1. If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify

the Credit Union immediately.

7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.

8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.

9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

**IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.**

#### **Indemnification**

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

## **People Pay Terms & Conditions**

### **Hoosier Hills Credit Union P2P Service**

#### **E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT**

You are signing up to use the Hoosier Hills Credit Union ("Credit Union") P2P service powered by Acculynk that allows you to send funds to another person. This E-Signature and Electronic Disclosures Agreement ("E-Sign Agreement") applies to all communications, documents, disclosures and electronic signatures related to the products, services and transfers offered or accessible through the Service offered by the Credit Union for all cardholders, authorized users, account owners, account signers, applicants, and any other person using this Service as a Sender or Recipient or registering to use this Service.

#### **Agreement to Conduct Transactions by Electronic Means**

You agree to conduct the transfers offered through the Service by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use this Service and submit information to the Credit Union you agree to the electronic access, receipt and acceptance of documents, disclosures and forms. You may not use this Service unless you agree to receive documents by electronic means.

You further agree that you intend to electronically contract with us for the Service and that all transactions completed through this Service will result in valid and legally binding agreements. You also agree that you have adequate access to a computer or mobile phone with sufficient internet connectivity to conduct these transactions online. You acknowledge that you meet the hardware and software requirements to access this Service as described below.

#### **Agreement to Use Electronic Signatures**

By checking the "Agree" check box you are electronically signing this E-Sign Agreement and the Terms of Use related to the Services. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the E-Sign Agreement and Terms of Use documents just as if you had physically signed the same documents with a pen.

## Agreement to Receive Disclosures Electronically

You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of this Service through electronic means including web-based electronic interface, mobile phone interface or email.

## Availability of Printed Copies

We recommend that you print and retain copies of any of the E-Sign Agreement and Terms of Use, disclosures, or other related documents from your computer, mobile phone or other access device associated with all transactions utilizing the Service. There is no charge for you to download and print these documents.

## Contact Information

To use this Service you must provide your current email address so that we can send you important information related to your use of this Service. You may review and update the personal information maintained about you in the "Account Settings" section of the Site at any time to ensure that it is accurate.

## Hardware, Software and Operating System

The requirements for accessing our online systems to use this Service and access disclosures are as follows: You must use a computer or smart phone to use this Service. You must have a device that uses a supported version of one of the following browsers: Internet Explorer, Firefox, Chrome, or Safari. You may also use a mobile phone application developed for this Service if your mobile phone supports it. You are responsible for installation, maintenance, and operation of devices used to access this Service. Credit Union is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. Credit Union is also not responsible for viruses or related problems associated with use of these online systems.

## Hoosier Hills Credit Union P2P Service Agreement and Terms of Use ("Terms of Use")

These Terms of Use set forth the terms and conditions under which the Service is offered. The Service allows a Sender to transfer funds to a Recipient through electronic means. These Terms of Use affect your rights, you should read them carefully.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. Credit Union or its Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

Any Account accessed through the Service is also subject to the terms and conditions of your Account ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

### **1. Definitions**

"Account" or "Accounts" refers to any accounts that may be debited or credited with funds under these Terms of Use.

"Recipient" means the cardholder to whom the Sender transfers funds.

"Sender" is the Credit Union Cardholder that transfers funds to another person through the Service.

"Service" means the P2P service powered by Acculynk that allows a Sender to send funds to Recipient.

"Service Provider" is Acculynk a company that arranges for person-to-person payments to customers of any U.S. financial institution.

"Site" is the Service Provider's electronic location accessed by a user through a mobile phone, computer or other access device.

“Transfer” means an electronic movement of funds from an account at Credit Union to an account of another party by means of the Service.

“Transfer Instructions” are the information that you provide when using the Service.

“Us,” “We,” and “Our” means Hoosier Hills Credit Union.

“You” and “Your” mean each person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

## **2. Description of Service and Consent**

Credit Union debit cardholders may send one-time Transfers to Credit Union members or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer or a mobile smart phone. You may register for the Service which will make future Transfers more convenient for you. To use this Service you are providing information to our Service Provider from your mobile phone, desktop, laptop, or other computer.

By participating in the Service, you are representing to the Credit Union that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Credit Union or its agent, regarding the Transfers and represent to the Credit Union that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

## **3. Eligibility**

Individuals aged 18 years and older with a debit card issued by Credit Union are eligible to use this Service to send funds to a Recipient. Any individual age 18 years and older with an account in the United States that may receive POS or ACH transactions may use this Service to receive funds that are transferred by the Sender. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. Credit Union does not knowingly collect any personal information from or about individuals under 13 years of age. Please do not submit such information to the Credit Union, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Service, you represent that you meet these requirements.

## **4. Transfers**

You may make one-time Transfers by entering your debit card number and email address. The Sender provides the Recipient's email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer. Once the Recipient has successfully accepted the Transfer, funds are delivered to the Recipient's financial institution. Credit Union is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Credit Union or the third party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize the Credit Union, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You authorize the Credit Union to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA

## **5. Sender Acknowledgment**

By using this Service you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficient funded Transfers.

## **6. Recipient Acknowledgment**

By using this Service you as the Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case the funds will be transferred through the Automated Clearing House.

It is important that you enter accurate information. You agree that Credit Union, the receiving financial institution and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

By using this Service you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, Credit Union reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

## **7. Fees and Limitations on Transfers**

You may transfer up to \$2,500 per transaction for MasterCard and \$3,000 per transaction for Visa. The Credit Union may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the account from which the debit card is authorized to transfer funds. Such transfers may overdraw your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. Your financial institution may also charge a transaction fee.

## **8. Timing of Transfers**

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

## **9. Issues Affecting the Posting of Transfers**

You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the Credit Union to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither the Credit Union nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

## **10. Security**

If the financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

## **11. Cookies, Browser Information and Related Issues**

When you visit the Site, the 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 Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

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

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the 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 Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the 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 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.

## **12. Access to Information about You**

You may review and update the personal information maintained about you in the "Manage Account" section of the Site at any time to ensure that it is accurate.

Once you close your Accounts with the Credit Union or you no longer have a debit card, you may no longer send Transfers. However your Account information will be maintained for a retention period to accommodate any residual issues that may arise.

## **13. Amendments**

Credit Union may amend these Terms of Use or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. Credit Union may also provide you with an email notification of such amendments. The Credit Union may require you to affirmatively acknowledge or accept the revised Terms of Use in order to continue using the Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

## **14. Limitations of Warranties**

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS,

UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OR CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF CREDIT UNION AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS.

#### **15. Limitation on Liability**

IN NO EVENT SHALL CREDIT UNION OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

#### **16. Limitation on Damages**

IN NO EVENT SHALL CREDIT UNION OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM OF DAMAGES ARISING FROM OR RELATED TO THIS SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### **18. Indemnification**

You agree to indemnify, defend, and hold Credit Union and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of the Service, our reliance on the Transfer instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your Accounts.

#### **19. Severability**

If any provision of these Terms of Use are 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.

#### **20. Governing Law**

This site is created and controlled by Hoosier Hills Credit Union in the State of Indiana. As such, the laws of the State of Indiana will govern these Terms of Use, without giving effect to any principles of conflicts of laws.

## 21. Contacting Us

If you have any questions about this Service or this Agreement, you may contact us at the phone number or postal address below:

Hoosier Hills Credit Union  
Call Center  
(800) 865-2612  
630 Lincoln Ave.  
Bedford, IN 47421  
info@hoosierhills.com

## 22. Disclosure Access

You may access Our Privacy Policy <https://hoosierhills.com/security-privacy/> relating to the collection and use of your information.

Credit Union members may access Our Electronic Services Agreement by viewing our Member Agreements and Disclosures document at <http://hoosierhills.com/disclosures-terms-conditions/>. Non-Credit Union members should consult their financial institution for their EFT disclosures.

# MOBILE DEPOSIT SERVICES AGREEMENT

Mobile Deposit is designed to allow you to make deposits of checks (“original checks”) to your accounts from home or other remote locations by taking a pictures of the original checks and delivering the digital images and associated deposit information (“images”) to Hoosier Hills Credit Union (“we” or “us”) or our processor with your Mobile Device (“hardware”). After you login to Mobile Banking, you may apply for Mobile Deposit. By applying for Mobile Banking and Mobile Deposit through the electronic application and login processes, you (on behalf of yourself, your estate, and other persons who may succeed to your rights and responsibilities hereunder) will be deemed to have accepted the terms of this Mobile Remote Deposit Services Agreement, and this document shall constitute a legally enforceable agreement between us, to the same extent as if signed by us and delivered to each other with original manual signatures.

**Limits.** We may establish limits on the dollar amount of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

**Eligible Items.** You agree to scan and deposit only checks or drafts drawn on a credit union, savings and loan or commercial bank and that are unconditionally negotiable by you under the principles of the Uniform Commercial Code or other applicable law applicable to negotiable instruments.

You agree that you will not use Mobile Deposit to deposit:

Traveler's checks.

Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).

Checks payable to you and another party who is not a joint owner on the account.

Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

Checks that you know or suspect, or should know or suspect, represent orders to pay money that are subject to defenses by the drawer of the check or other third party.

Checks previously converted to a substitute check, as defined in Regulation CC.

Checks drawn on a financial institution located outside the United States.

Checks not payable in United States currency.

Checks dated more than 6 months prior to the date of deposit.

Checks that have previously been submitted through this service or through a remote deposit capture service offered at any other financial institution.

Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.

**Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include, in legible notation, your signature and, above your signature, the following words: "HFCU Mobile Deposit Only." Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

**Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account.

**Original Checks.** After you receive confirmation that we have received an image, you must securely store the original check for 30 calendar days after transmission to us and make the original check

accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession, bearing the same endorsements as reflected by the image that you transmitted to us. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

You agree that you will never re-present the original check. You understand that you are responsible to us for all losses and damages, including our reasonable attorney fees incurred in responding to any such payment demand, that we may incur if anyone is asked to make a payment based on an original check that has already been paid.

**Returned Deposits.** Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our advance written approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**Hardware and Software.** In order to use the service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Hoosier Hills Credit Union from time to time. Hoosier Hills Credit Union is not responsible for any third party software you may need to use the service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

**Fees.** The Service is provided to you at no charge. We may, with at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the fee, which may change from time to time. Further, we may change any Service fee at any time, as long as we give you at least 30 days prior notice, to the extent required by applicable.

If your payment is returned unpaid, you authorize us to collect a fee as stated in our Schedule of Fees.

**Your Warranties.** You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.

- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

**Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolutions, and resolution of third party claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes, or you use the Service in a manner inconsistent with the terms of your Account Agreement or any other agreement with us.

**Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at one of our branches.

**Processing Days.** Our processing days are Monday through Friday, except holidays. For a full list of non-processing days, please reference the Federal Reserve holiday schedule.

**Funds Availability.** For purposes of funds availability, Mobile Deposits confirmed as received before 3:30 PM Eastern Time on a business day will be credited to your account the same day. Deposits confirmed received after 3:30 PM Eastern Time and deposits confirmed received on holidays or days that are not our business days will be credited to your account on the following business day. A business day is Monday – Friday (excluding holidays). Funds will be available as described in our Regulation CC Funds Availability Disclosure.

**Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Q2 Software, Inc. and Ensenta retain all rights, title and interests in and to the Services, Software and Development made available to you.

**Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Q2 Software, Inc. and Ensenta, and hold harmless Q2 Software, Inc., its affiliates, officers, employees and agents, as well as Ensenta, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Ensenta or Q2 Software Applications, unless such claim directly results from an action or omission made by Q2 Software or Ensenta in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

**Financial Information.** You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

## CardSwap Terms and Conditions

The following terms and conditions (the "Terms of Service") constitute a binding agreement between you and Hoosier Hills Credit Union and its licensors (collectively "We", "Us" or "Our") with respect to your use of the CardSwap software (the "Software"), and the Payment Card Service, "CardSwap" (as defined in Section 4.1 below) (collectively the "Services"). By accessing or using the Services in any manner, you (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF SERVICE AND OUR PRIVACY POLICY, WHICH IS AVAILABLE ON OUR WEBSITE, and (B) affirm that you are at least 18 years of age (or have reached the age of majority in the jurisdiction where you reside). IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE OR OUR PRIVACY POLICY, DO NOT USE THE SERVICES.

**1. Changes to Terms of Service.** We may revise and update these Terms of Service from time to time in Our sole discretion. All changes are effective when they are posted and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes.

**2. Scope of and Restrictions on Use.** Subject to these Terms of Service, We grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your personal, non-commercial use. Except as otherwise provided in these Terms of Service, the Software may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose. You agree not to:

- collect information from the Services using an automated software tool or manually on a mass basis;
- use automated means to access the Services, or gain unauthorized access to the Services or to any account or computer system connected to the Services;
- obtain, or attempt to obtain, access to areas of the Services or Our systems that are not intended for access by you;
- "flood" the Services with requests or otherwise overburden, disrupt, or harm the Services or Our systems;
- restrict or inhibit other users from accessing or using the Services;
- modify or delete any copyright, trademark, or other proprietary rights notices that appear in the Software; or
- access or use the Services for any unlawful purpose or otherwise beyond the scope of the rights granted herein.

If you download the Software, you further agree not to:

- copy the Software;
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or any features or functionality of the Software to any third party for any reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time; or
- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Software.

**3. Ownership.** The Services and the Content are licensed or owned by Us and Our licensors and are protected under copyright, trademark, and other applicable United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed in the Software are registered and unregistered marks of Ours and Our licensors. The Software is licensed, not sold, to you. You acknowledge and agree that, as between you and Us, We are and shall remain

the sole owner of the Services, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.

**4. Payment Card Service.** 4.1 Description. We provide a Card Payment Service ("CardSwap") that allows you to link your funds from your Hoosier Hills Debit or Credit Card as your Funding Account(s) (each, a "Funding Account") to certain third-party service providers ("Payees") by accessing your accounts on such Payees' websites and online services ("Payee Sites") via the Card Payment Service. The Card Payment Service allows you to add or swap your payment card used to make payments thereby making payments from a single funding account, as that term is defined in Section 4.3 below.

4.2 Payee Account Information. In order to use "CardSwap", you will need to link your Debit or Credit Card on Payee Sites to "CardSwap" by providing Us with the information necessary to access such accounts (such as account usernames and passwords) ("Payee Account Information"). You hereby authorize Us to use and store your Payee Account Information and to access your accounts on Payee Sites to provide "CardSwap" Service to you and to configure "CardSwap" so that it is compatible with the applicable Payee Sites. You represent and warrant to Us that you are the legal owner of any accounts on Payee Sites that you access via "CardSwap" and that you have the authority to allow Us to access your accounts using your Payee Account Information on your behalf.

4.3 Funding Accounts. If you use "CardSwap", payments will be paid using funds from your Hoosier Hills Debit or Credit Card from your Funding Account(s) (each, a "Funding Account"). By initiating a payment through "CardSwap", you authorize Us to charge the Funding Account linked to your Payment card(s) that you designate to pay such bill. You represent and warrant that you have the right to authorize Us to charge the Funding Account for payments you initiate using "CardSwap". You agree to maintain a balance or available credit limit in each specified Funding Account that is sufficient to fund all payments made using the Debit or Credit Card linked via "CardSwap". If for any reason the Payee is unable to access funds from the specified Funding Account to make a payment transaction you initiate (for example, non-sufficient funds, restricted, expired, or closed Debit or Credit Card, exceeding maximum limits of Debit or Credit Card), the transaction may not be completed. We are not responsible for any overdraft fees, over-the-limit fees, or insufficient fund charges (including finance charges, late fees, or similar charges) that result from your failure to maintain a balance or available credit in a Funding Account that is sufficient to fund the payments you initiate using the Debit or Credit card linked via "CardSwap".

4.4 Limitations. You acknowledge and agree that: (a) some Payees may not allow Us to access your account on Payee Sites on your behalf; (b) Payees may make changes to Payee Sites and/or other services, with or without notice to Us, that may affect overall performance of "CardSwap" and prevent or delay payment to such Payees; (c) certain Payees may not accept payment from all types of funding sources (for example, not all Payee Sites may accept debit or credit cards); and (d) We may, in Our sole discretion, impose limits on the number and amount of payments, in aggregate, that you can send using the Debit or Credit Card linked via "CardSwap".

When a payment is initiated using the Debit or Credit Card linked via "CardSwap", the Payee is not required to accept it. You agree that you will not hold Us liable for any damages resulting from a Payee not receiving payment made using the Debit or Credit Card linked via "CardSwap" for any reason.

4.5 Payment Delays and Errors. It is your responsibility to review all payment transactions you initiate using the Debit or Credit Card linked via "CardSwap" against account statements you receive from Us. You acknowledge that some transactions may take longer to be credited to your account on a Payee Site due to circumstances beyond Our control, such as delays in handling and posting payments, errors with Payee Account Information, or errors with funding instructions. You are solely responsible for ensuring that payments made using the Debit or Credit Card linked via "CardSwap" arrive by the Payee's due date.

You are solely liable for errors you make in using "CardSwap". Without limiting the foregoing, We will not be responsible or liable: (a) if the Debit or Credit Card linked via "CardSwap" or linked Funding Account is

restricted, expired, closed or does not contain sufficient funds or transaction amount or velocity limit to complete a transaction; (b) if a payment is rejected, returned, mishandled, or delayed by the Payee or Us for any reason; or (c) due to (i) any unavailability of "CardSwap" for any reason, (ii) fraud or attacks on the Services, or (iii) circumstances beyond Our control (for example, fire, flood, third party networks, or any failure by your computer, software, or Internet connection).

**4.6 Unauthorized Transactions and Member Liability.** You must notify Us immediately if you suspect or believe that a transaction to a "Payee" has occurred using the Debit or Credit Card linked to the Payee via "CardSwap" that you did not authorize or that an incorrect amount was authorized. In an effort to manage Our risk, We and Our service providers may, but are not required to, monitor your transactions and processing activity for high-risk practices or for fraudulent transactions. If you tell Us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do not tell Us within two (2) business days after you learn of the loss or theft of your card or access code and We can prove We could have stopped someone from using your card or access code without your permission if you had told Us, you could lose as much as \$500.00. If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

If your statement shows that you did not make a transaction, tell Us at once. If you do not tell Us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if We can prove that We could have stopped someone from making the transfers if you had told Us in time. If a good reason (such as a hospital stay) kept you from telling Us, We will extend the time periods.

You may report errors or unauthorized transactions by calling our Call Center during business hours at (800) 865-2612. To report lost or stolen cards you may contact the Credit Union during business hours or our Card Services Center after business hours at (800) 472-3272 You may also write to Us:  
Hoosier Hills Credit Union  
630 Lincoln Avenue  
Bedford, IN 47421

We would encourage you to call the Credit Union (rather than write) at the foregoing numbers so that We can promptly address errors and unauthorized transactions.

**5. Electronic Communications.** The communications between you and Us via the Services use electronic means. For contractual purposes, you consent to receive communications from Us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that We provide to you electronically satisfy any legal requirement that such communications be in writing.

**7. Privacy Policy.** You acknowledge and agree that all information collected by Us is subject to Our Privacy Policy (Available on our website). By using the Services, you consent to all actions We take with respect to your information in compliance with Our Privacy Policy (available on Our website).

**8. Software Updates.** We may, from time to time in Our sole discretion, develop and provide Software updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, "Updates"). Updates may also modify or delete in their entirety certain features and functionality of the Services. You agree that We have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Services.

**9. Change and Suspension.**

**9.1 Changes to the Services.** We reserve the right to make changes to, suspend, or discontinue (temporarily or permanently) the Services or any portion thereof at any time. You agree that We will not be liable to you or to any third party for any such change, suspension, or discontinuance.

9.2 Suspension/Termination of Access. We have the right to deny access to, and to suspend or terminate your access to, the Services or to any features or portions thereof, at any time and for any reason, including if you violate these Terms of Service or if We believe there is suspicious or unusual activity related to your account. Neither termination nor suspension shall affect your liability or obligations under these Terms of Service. In the event that We suspend or terminate your access to the Services, you will continue to be bound by the Terms of Service that were in effect as of the date of your suspension or termination.

In the event We terminate your account, any payments to Payees that We have processed before the termination date may be completed, however you should verify that such payments have been completed directly with your intended Payee. We are not responsible for any payments not completed by Us as a result of termination.

#### **10. Disclaimer; Limitation of Liability.**

10.1 Disclaimer of Warranties. THE SERVICES AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY PERSON ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SERVICES OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, CONTENT, OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

10.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 10.2, WE ARE FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS OF SERVICE, IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED THE TOTAL AMOUNT OF \$100.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF SERVICE FAIL OF THEIR ESSENTIAL PURPOSE.

10.3 Exclusions. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 10 may not apply to you. In such states, any exclusions and/or limitations found unenforceable by law shall be severed from these terms and conditions, and Our liability is limited to the absolute minimum amount permitted by law.

**11. Indemnification.** You agree to indemnify, defend, and hold Us and Our officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) your use of the Services; (b) any violation of these Terms of Service or applicable law; and/or (c) any claims by another owner of a Funding Account you use in connection with "CardSwap" or any joint account holder of an account on a Payee Site. We reserve the right, at Our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event, you agree to cooperate with Us in defending such action. Your indemnification,

defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Terms of Service.

**12. Third Party Materials.** The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third Party Materials"). You acknowledge and agree that We are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. We do not assume and will not have any liability to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

**13. Third Party Platforms.** We may provide the Services to you through the Payees Sites and/or other third-party websites, operating systems, platforms, and portals (collectively, "Third-Party Platforms"). Additional terms and conditions will apply to you with respect to your use of Third-Party Platforms, which are not under Our control. We do not assume any responsibility or liability for your use of such Third-Party Platforms.

**14. U.S. Export Controls.** The Software may be subject to United States export laws, including the United States Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule or regulation. You shall comply with all applicable laws, rules, and regulations, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software available outside the United States.

**15. Account Registration and Security.** Access to and use of certain Services may require you to register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through your account, regardless of who conducts those activities. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to immediately notify Us of any unauthorized use of your account, or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your username or password.

**16. Miscellaneous.**

**16.1 Geographic Restrictions.** We are based in the United States. We make no claims that the Services are accessible or appropriate outside of the United States. Access to and use of the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

**16.2 Governing Law; Jurisdiction and Venue.** These Terms of Service and any dispute or claim arising out of or related to these Terms of Service, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Indiana, other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of Indiana. Any legal suit, action, or proceeding arising out of or related to these Terms of Service or the Services or Content shall be instituted exclusively in the federal or state courts located in Indiana. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**16.3 Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SERVICES OR CONTENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION OR CLAIM ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16.4 Waiver of Jury Trial. YOU HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SERVICES OR CONTENT.

16.5 Waiver and Severability. Our failure to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Terms of Service will continue in full force and effect.

16.6 Entire Agreement. These Terms of Service, constitute the sole and entire agreement between you and Us with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If there is a conflict between other applicable agreements and disclosures and this Terms of Service, the Terms of Service shall control.

## TERMS AND CONDITIONS OF TEXT BANKING

This document, called the Terms and Conditions of Text Banking, outlines the rules that govern your use of Hoosier Hills Credit Union's Text Banking Service ("Service"). The Service allows you to access your account information and make certain transactions. This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules that control your account(s) with us. In this Agreement, the words "you" and "your" refer to you as the person or business entity entering into this Agreement, and also include any user you authorize to use the Service on your behalf. The words "we," "us," "our" and "Hoosier Hills Credit Union" refer to Hoosier Hills Credit Union.

**PLEASE NOTE:** If you accept this agreement or open or continue to use the account(s), you agree to these terms and conditions. Also, you agree that Hoosier Hills Credit Union may change or discontinue the terms and conditions for the Service at any time.

### **Description of Service and Text Banking Requirements**

Hoosier Hills Credit Union offers customers mobile access to account information (e.g., for checking account balances and transaction history) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Hoosier Hills Credit Union Digital Banking is required to use and set up the Service.

Enrollment requires you to be an owner of an Hoosier Hills Credit Union account, as well as providing a mobile phone number with either or both a text plan and data plan with a carrier, depending on which features of the Service you choose to use. By providing a mobile phone number through the enrollment process, you are certifying that you are the account holder of the mobile phone account or have the account holder's permission to provide the number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which you will have to enter on a website. Additionally, you may select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts delivered to you until you change your preferences. Standard messaging charges from your mobile carrier service may apply. You will be allowed to opt out of this program at any time.

Hoosier Hills Credit Union is not obligated to monitor for the receipt of any alerts, nor is Hoosier Hills Credit Union responsible for missed alerts due to service interruption or changes to your mobile device. Hoosier Hills Credit Union does not guarantee the timely delivery, execution, or the transmission of content provided by your mobile carrier service. Hoosier Hills Credit Union will be unable to review or to respond to any attempted reply to any alert.

### **Instructional features**

Access account information or perform other actions via SMS (text) message by texting 226563 and enter one of the codes below.

- BAL <account nickname> - Request account balance
- HIST <account nickname> - Request account history
- XFER <from account nickname> <to account nickname> <amount> - Transfer funds between accounts.
- LIST – Receive a list of keywords
- HELP – Receive a list of contact points for information on text banking (for example, our website or phone number)
- STOP – Stop all text messages to the mobile device (for text banking and SMS alerts/notifications)

### **Account Balance**

Your available balance is the amount of the account's present balance that is available for immediate use. Certain pending transactions, such as deposits that contain checks, may not be immediately available and wouldn't be included in the available balance. If you exceed your available balance, you may incur an overdraft fee.

### **Cancellation**

To stop the text messages from being sent to your mobile device through the Service, you can opt out via SMS. Just send a text that says "STOP" to this number: 226563. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future text messages.

### **Fees**

The Service is provided to you at no charge. We may, with at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the fee, which may change from time to time. Further, we may change any Service fee at any time, as long as we give you least 30 days prior notice, to the extent required by applicable law.

Messaging and data charges from your mobile carrier may apply. Hoosier Hills Credit Union recommends you review your contract with your mobile carrier service before enrolling in the Service.

### **Transfers**

Transfers are subject to these Terms and Conditions of Text Banking and your deposit product disclosure. Hoosier Hills Credit Union reserves the right to refuse or cancel a transfer. We are obligated to notify you promptly if we decide to refuse or cancel any transfer request that complies with these Terms and Conditions of Text Banking and other applicable terms and conditions. However, we are not obligated to provide notification of your transfer being refused or cancelled if you attempt to make transfers that are prohibited under these Terms and Conditions of Text Banking, any additional agreement applicable to your account(s), or federal and state law.

### **Internal Transfers**

"Internal Transfers" are monetary transfers between your eligible accounts at Hoosier Hills Credit Union. You may make a one-time transfer between eligible accounts at Hoosier Hills Credit Union.

In order to cancel internal transfers created using the Service you must sign in to mobile or online banking and click on your scheduled transfer and proceed with canceling.

### **Limits on Amounts and Frequency of Text banking Transactions**

The number of transfers from Hoosier Hills Credit Union accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

## **Security Procedures**

By accepting these terms and conditions and by using the Service, you acknowledge awareness of the following best practices and your intention to follow these steps to safeguard your text banking capabilities:

- Lock your mobile device using a password, if this is a feature of your device;
- Disable the Bluetooth feature when not in use, if this is a feature of your device;
- Delete your stored text messages regarding account balances or account history;
- Download only from sources you deem trustworthy;
- Use the remote-wipe software or device feature to clear the data on your iPhone or other mobile device in case you lose it;
- Activate bank alerts that can inform you when large amounts are withdrawn from your Hoosier Hills Credit Union Accounts

In the event you do not uphold these terms and conditions, you agree and acknowledge that Hoosier Hills Credit Union may cancel the Service at any time without prior notice. Hoosier Hills Credit Union may at any time, without prior notice suspend temporarily or permanently terminate the Service due to inappropriate use or activity, or if your access, to your Hoosier Hills Credit Union account(s) is restricted by Us or any other party for any reason. Hoosier Hills Credit Union will automatically terminate the Service should you cease to maintain an eligible account with Hoosier Hills Credit Union. We may terminate the Service after 90-days of inactivity without prior notice.

CONTACT US AT ONCE if you believe your mobile device has been lost, stolen or used without your authorization, or otherwise compromised. You assume full responsibility for the security and confidentiality of your mobile device, mobile phone number, passwords and personal identification numbers used to access the Service.

Hoosier Hills Credit Union is not responsible for continued access outside your mobile phone carrier's coverage area. Hoosier Hills Credit Union may inform you from time to time about changes to the way you should access or operate within the Service. You agree to observe all such changes and that Hoosier Hills Credit Union is not responsible for any interruption, loss or liability that may occur should you or your mobile device not support such changes.

## **Privacy and User Information**

You acknowledge that in connection with your use of the Service, Hoosier Hills Credit Union and its affiliates and service providers, and their affiliates, may receive and may share with one another as part of providing the Service, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Service.

Hoosier Hills Credit Union and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Service and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Hoosier Hills Credit Union and its affiliates and service providers also reserve the right to monitor use of the Service for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

## **Questions**

You can contact us at (800) 865-2612 or send a text message with the word "HELP" to this number: 226563. We can answer any questions you have about the program.

**Consent to Electronic Delivery of Notices** - You agree that any notice or other type of communication provided to you pursuant to the terms of these Terms and Conditions of Text Banking, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Hoosier Hills Credit Union website or by email.

You agree to notify us immediately of any change in your email address.

# Remote Deposit Capture Program Agreement

You are signing up to use the Hoosier Hills Credit Union Remote Deposit Capture service. The software associated with this program is owned by Jack Henry and licensed by Ensenta. The hardware is owned by Hoosier Hills Credit Union (HHCU) and leased (NOT SOLD) to you. HHCU does not sell or transfer title to any of the hardware or software associated with the program to you.

By accepting these terms or using the services, it is agreed that this agreement, including the accompanying terms and conditions, the proposal and the program descriptions adopted hereunder, is the complete and exclusive statement of the agreement between the parties and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This agreement shall become effective when accepted and executed by you as the customer and approved and executed by HHCU.

## TERMS AND CONDITIONS

### General

“You” means the single end-user customer organization signing this Agreement. Your permissible use shall extend to your affiliates, if so provided in the Program Description and to the extent so provided, so long (and only so long) as they remain under your control (in the sense that you own or control, directly or indirectly, stock or other interest in the affiliate representing more than fifty percent (50%) of the aggregate stock or other interest entitled to vote on decisions reserved to a vote by owners of such stock or other interest).

### Permissible Use

HHCU grants you a nonexclusive right to:

1. Install the Program(s) on any computers that you own or lease at the Designated Location(s);
2. Use and execute the Program(s) for purposes of serving your internal needs, but not for providing service bureau or time-sharing services to other companies or institutions; and
3. In support of your authorized use of the Program(s), physically transfer the Program(s) from one computer to another; store the Program(s)' machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computer system as necessary for such use; and transmit such instructions or data through computers and associated devices at the Designated Locations(s).

You may not use the Hardware and/or Software provided to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations.

### Production Copies

If use on more than one (1) computer is approved for use, you are authorized to make copies of the pertinent Program for up to the number of computers specified, provided that you reproduce and include Licensor's copyright notice and proprietary legend on each backup copy.

### End-User Materials

End-User Materials that accompany the Program(s) are provided solely to support your authorized use of the Program(s). You may not use, copy, modify, or distribute the End-User Materials, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor by separate written agreement.

### Term of Agreement

Subject to the terms of this agreement, including but not limited to paragraph 7, the effective date of this Agreement shall be the date both Parties execute the Agreement and remain in effect until terminated by either Party by giving at least 30 days written notice. In the event this Agreement is terminated by either Party, You agree to return the hardware and software provided to you by HHCUCU as soon as practical.

### **Delivery and Installation**

HHCUCU will make available to you the Program within a reasonable time following the execution of this agreement. You are responsible for obtaining computers and operating systems compatible with the Program(s), as shown in the technical specifications for each Program. Installation shall be complete when a copy of the Program has been installed on your computer system at the Designated Location and the executability of the Program on such computer system has been sufficiently demonstrated.

### **Fees**

You may be responsible for a monthly service fee. The fee is dependent on your account usage/number of checks scanned and will be disclosed during initial setup with Hoosier Hills Credit Union.

### **Customer Responsibilities**

You are responsible for the following actions:

1. Determining whether the Program(s) will achieve the results you desire;
2. Procuring, installing, and operating computers and operating systems to run the Program(s);
3. Providing a proper environment and proper utilities for the computers on which the Program(s) operate, including an uninterrupted power supply;
4. Selecting and training your personnel so they can operate computers and so they are familiar with the accounts and records that serve as input and output for the Program(s);
5. Provide training and all other resources necessary to accurately complete the remittance process
6. Ensure all data transmitted via the Software is accurate and timely; and
7. Establishing adequate operational back-up provisions in the event of a defect or malfunction that renders the Program(s) or the computer systems on which they run nonoperational.
8. Paying all fees and charges due under the Agreement.

HHCUCU does not hold itself out as a professional expert and adviser regarding your computer or information needs. HHCUCU is not responsible for obsolescence of the Program(s) that may result from changes in your requirements.

### **Proprietary Protection**

HHCUCU shall remain the owner and/or licensee of all software and/or hardware or any other materials provided to you through this agreement. This Agreement does not provide you with title or ownership of the Program(s), but only a right of limited use.

### **Limitations on Use, Etc**

You may not use, copy, modify, or distribute the Program(s) (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by HHCUCU in a separate written agreement signed by HHCUCU and any applicable third party Licensor. You may not reverse assemble, reverse compile, or otherwise translate the Program(s). Your right to use the hardware and/or software may not be transferred, leased, assigned, or sublicensed without HHCUCU's prior written consent, except for a transfer of the Program(s) in their entirety to a successor in interest of your entire business who assumes the obligations of this Agreement. You may not install the Program(s) anywhere but the Designated Location(s) without HHCUCU's prior written consent (which will not be unreasonably withheld), provided that you may transfer the Program(s) to another location temporarily in the event of an interruption of computer operations at the Designated Location(s). You authorize HHCUCU to enter your premises in order to inspect the Program(s) during regular business hours to verify compliance with the terms of this Agreement.

### **Data**

You acknowledge that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. HHCUCU shall not be liable for any such errors, omissions, delays, or losses, unless caused by its gross negligence or willful

misconduct. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media and reconstruct data. You are also responsible for complying with all local, state and federal laws pertaining to the use and disclosure of data.

### **Warranty**

HHCU warrants for the Term of this Agreement, for your benefit alone, that such hardware and/or software, when operated with the equipment configuration and in the operating environment specified by HHCU, will perform substantially in accordance with the technical specifications related to that item. HHCU does not warrant that the Program will be error-free in all circumstances. In the event of any defect or error covered by such warranty, you agree to provide HHCU with sufficient detail to allow HHCU to reproduce the defect or error. As your exclusive remedy for any defect or error in the Program(s) covered by such warranty, and as HHCU's entire liability in contract, tort, or otherwise, HHCU will correct such error or defect at HHCU's facility by issuing corrected instructions, a restriction, or a bypass. If HHCU is unable to correct such defect or error after a reasonable opportunity, HHCU will replace the defective hardware or software. However, Licensor is not responsible for any defect or error not reported during the warranty period or any defect or error in a Program you have modified, misused, or damaged. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, LICENSOR SHALL HAVE NO LIABILITY FOR THE PROGRAM (S) OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; LICENSOR MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **Exceptions**

The following matters are not covered under HHCU's obligation to repair or replace:

Any problem resulting from the misuse, improper use, alteration, or damage of the Program(s);

1. Any problem caused by modifications in any version of the Program(s) not made or authorized by Ensenta;
2. Any problem resulting from programming other than the Program(s) or equipment;
3. Any problem resulting from the combination of the Program(s) with such other programming or equipment to the extent such combination has not been approved by Ensenta.; or
4. Errors in any version of the Program(s) other than the most recent Release, provided that Ensenta will continue to support superseded releases for a reasonable period, not to exceed forty-five (45) days, sufficient for you to implement the newest Release.

### **Limitation of Liability; Exclusion of Consequential Damages**

The cumulative liability of Licensor to you for all claims relating to the Program(s) and any services rendered hereunder, in contract, tort or otherwise, shall to repair or replace the hardware and/or software that does not conform to the technical specifications related to that hardware and/or software. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

### **Default**

Should you fail to pay any fees when due or fail to carry out any other obligation under this Agreement or any other agreement with HHCU, HHCU may, at its option, in addition to other available remedies, terminate this Agreement or disable the Program(s), Provided that it first gives you fifteen (15) days' prior notice in order to permit you to cure your default.

### **Termination**

Upon termination of this Agreement, your permission to use any hardware or software provided will terminate, and you are required to return or destroy, as requested by HHCU, all copies of the Program(s) in your possession

(whether modified or unmodified), and all other materials pertaining to the Program(s), including all copies thereof, and all hardware provided by HHCU. You agree to return the hardware/scanner provided to you by HHCU and agree to pay the full price of the scanner if not returned within 30 days of termination of the service. You agree to certify your compliance with the above mentioned requirements upon request.

### **Notices**

All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

### **Governing Law**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana as it applies to a contract made and performed in such state.

### **Modifications and Waivers**

This Agreement may not be Modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of the Agreement.

### **Disclosures and Privacy Policy**

You may access Our Privacy Policy <https://hoosierhills.com/security-privacy/> relating to the collection and use of your information.

Credit Union members may access Our Electronic Services Agreement by viewing our Member Agreements and Disclosures document at <http://hoosierhills.com/disclosures-terms-conditions/>. Non-Credit Union members should consult their financial institution for their EFT disclosures.