

## DIGITAL BANKING USER AGREEMENT

Below are the terms for Raiz Federal Credit Union Digital Banking service.

These are the Terms and Conditions of the Digital Banking Service (herein referred to as Digital Banking) for Raiz Federal Credit Union consumer and business account holders. By subscribing to Digital Banking or using Digital Banking to access account information, or to make any transfer between accounts or payment to a third party, you agree to the terms of this Agreement. We encourage you to print a copy of this Agreement and to keep a copy of this Agreement for your records. The words "we", "us", "our" and "Bank" refer to Raiz Federal Credit Union. The words "you" and "your" refer to each person subscribing to Digital Banking, and to each person who uses Digital Banking with the permission of the subscriber.

#### Computer Equipment. Mobile Device and Internet Use

You are solely responsible for the maintenance, installation and operation of your computer or mobile device, and for the hardware and software used in accessing Digital Banking. Raiz Federal Credit Union shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer/device or software, nor will Raiz Federal Credit Union be responsible for any software virus or malware that affects your computer/device or the software while using Digital Banking. You acknowledge that the Internet lacks security for transactions. You agree that you provide, receive and request information via the Internet with the knowledge that such information can be intercepted and/or viewed by unknown third parties. Raiz Federal Credit Union does not guarantee that downloads from its site will not contain a virus or other destructive programming. It is your responsibility to protect your information and to maintain your computer/device with updated virus protection and spyware. You should purchase and install firewalls and antivirus programs to help decrease any potential security breaches.

Any undetected virus or virus that is not removed from your computer/device may corrupt and destroy your programs, files and even your hardware.

Additionally, you must have an Internet service provider and use one of the following compliant browsers: Google Chrome, Firefox, Microsoft Edge, or Safari. Only the latest two versions are supported. Or, use the current version of Chrome for Android or Mobile Safari for iOS. It will be your responsibility to establish these. Any costs or fees to obtain these services or software are solely your responsibility.

#### Security

Raiz Federal Credit Union is committed to protecting the security and confidentiality of your account information. We use several different methods to protect your account information:

- · Strong data encryption at the network transport layer
- · A robust registration process based on core banking data to prevent unauthorized access
- Multiple two-factor authentication (2FA, also known as MFA, or step-up authentication) mechanisms to verify user identity before performing high-risk transactions
- · Lock out triggers to safeguard accounts when there is suspicious activity
- · Logging and reporting of authentication events

# In addition, you must:

- · Have a valid email address
- · Have a valid Username and Password

# For your protection:

- · We may temporarily suspend access to Digital Banking for any reason, including inactivity
- · If no action is taken for a period of time, you will automatically be logged off Digital Banking
- We provide a configurable view of your login history

You agree to the following and you agree to ensure that Digital Banking users you authorize comply with the following:

- · Never leave your computer unattended while using Digital Banking
- · Never leave your account information displayed where it may be viewed by others



- · Always exit the system by logging out
- · Notify our Call Center, at 877-378-3281, immediately if you suspect unauthorized access to Digital Banking

These security procedures are not implemented for the purpose of detecting errors in your instructions or in their transmission, even if Raiz Federal Credit Union may take certain actions from time to time to do so. By your continued use of Digital Banking, you agree that these procedures, including your security responsibilities described in this Agreement, constitute a commercially reasonable method of providing security against unauthorized instructions. Unless otherwise provided by any applicable law, rule, or regulation, you agree to be bound by any instructions delivered to us as long as they are accompanied by a permitted Username and Password, even if the instructions are not actually transmitted or authorized by you or your user. You accept responsibility for any unauthorized access to, and action taken through, Digital Banking using a valid Username and Password, whether such access or action is taken by you, your authorized Digital Banking user, persons with access to your records, or persons who have obtained access to Digital Banking through your failure to maintain adequate control. In addition, you shall indemnify and hold Raiz Federal Credit Union harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and received and verified by Raiz Federal Credit Union in compliance with such security procedures.

You acknowledge that neither Raiz Federal Credit Union nor any person acting on behalf of Raiz Federal Credit Union will request that you disclose your Username or your password/PIN or disclose security procedures and agree that neither you nor any of your authorized Digital Banking users will disclose a Username or a password/PIN or security procedures. You hereby confirm that you have instituted proper controls through your computers, terminals, equipment and procedures to protect your financial information and all Usernames and Passwords/PINs, as well as any other security procedures we may require from time to time. Unless otherwise provided by any applicable law, rule, or regulation, you are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to Digital Banking services including, if reasonably required, updates to such procedures and monitoring by you of compliance with such procedures. You warrant that no individual will be allowed access to Digital Banking in the absence of proper supervision and safeguards and agree to maintain the confidentiality of the security procedures and Usernames and Passwords/PINs and related instructions provided by us in connection with the applicable security procedures. If you, at any time, have reason to believe or suspect that any such information or instructions have been disclosed to or accessed by any unauthorized person or used in a manner not authorized by you, you agree to notify us as soon as practicable, followed by written confirmation as provided under "Changes to Agreement" elsewhere in this Agreement. The occurrence of unauthorized access will not affect any transactions executed in good faith by us prior to receipt of such notification and for a reasonable time thereafter. Consumers should also see the "Your Liability for Unauthorized Electronic Fund Transfers and Error Resolution" section elsewhere in this agreement. If there is a conflict between this paragraph and that section, the latter shall govern in the case of consumers.

# Account and Other Eligibility Requirements

To register for retail Digital Banking, you must maintain at least one of the following types of account at Raiz Federal Credit Union: consumer Checking, Savings, Certificate of Deposit (CD), Individual Retirement Account (IRA), or an eligible loan. To register a business for Digital Banking, you must maintain at least one of the following types of account at Raiz Federal Credit Union: Business Checking. By entering into this agreement, you agree to maintain your accounts properly, observe and comply with all rules applicable to them, and pay all fees associated with such accounts. Digital Banking is offered only to residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, Digital Banking is not offered to minors. By using Digital Banking, you represent that you meet these requirements and that you agree to be bound by this Agreement.

# **Account Ownership**

Any person with ownership rights to an account, including but not limited to joint ownership, may register and use any or all features of Digital Banking. Digital Banking transactions performed by an owner of the account will be considered authorized transactions and except as provided in this Agreement, Raiz Federal Credit Union will not be liable to you for any such transactions.

# Username and Password/PIN

Your Username and Password/PIN identify and authenticate you to Raiz Federal Credit Union when you use Raiz Federal Credit Union's Digital Banking service. You will be required to establish a Username and Password during your first online session through our online registration process. You will only be able to obtain a Username if you have an existing account with Raiz Federal Credit Union that meets the account requirements above. You determine what password you will use and your



password is not communicated to us. By establishing a Username and Password you agree to, and agree to ensure that authorized Digital Banking users will:

- · Not disclose your Username and Password/PIN or otherwise make it available to anyone else, including other joint owners on the account
- Be liable for your Username and Password/PIN and for its authorized and unauthorized use as described in this Agreement
- · Change your password regularly
- · Notify Customer Service at 877-378-3281 immediately of any loss or theft of your Username and Password/PIN

For security purposes, your passcode must meet complexity requirements:

- · At least 10-characters.
- · At least one uppercase alphabetic character (e.g., A-Z).
- · At least one lowercase alphabetic character (e.g., a-z).
- · At least one number (e.g., 0-9).
- · At least one special character (e.g., ~!@#\$%^&\*()\_-+=).

Your password should not be associated with any commonly known personal identification, such as social security numbers, addresses, date of birth, names of children or pets, and should be memorized rather than written down.

You acknowledge that we are entitled to rely on the use of your Username and Password/PIN as your authorization for any transaction through Digital Banking. You are responsible for all transactions you initiate or authorize using Digital Banking. If you permit any other person to use your Digital Banking Username and Password/PIN, you will have authorized that person to access your accounts, and you are responsible for any transaction that person initiates or authorizes from your accounts. If you suspect unauthorized use of your Username and Password/PIN, please follow the procedures outlined in the "Your Liability for Unauthorized Electronic Fund Transfers and Error Resolution" section of this Agreement. We undertake no obligation to monitor transactions through Digital Banking to determine that they are made on behalf of the accountholder.

# **Business Web Administrator**

The account and business owner(s) understand, acknowledge and authorize the ability for digital account administrator(s) to grant online access and authority. The account and business owner(s) accept full and sole responsibility for the actions of digital account administrators and any residual actions which creates loss or expense to any business owner or the Credit Union. Account and business owner(s) will indemnify and hold Raiz Federal Credit Union harmless for any misuse of authority granted by the digital account administrator. As a digital account administrator (web admin) for the accounts being access through digital banking, you are agreeing that user transaction access permissions will only be established for individuals who have authorized signing capability on the account. All transactions, instructions, directions or other information provided by digital users will be deemed to have been authorized by the principals of the business, account owners or authorized signers of the respective accounts and the Credit Union will be indemnified and heled harmless by you and the business entity for acting upon such transaction, instruction, direction or other information. You agree to remove the access capability of any digital account user immediately upon termination of employment or contractual obligation. As a digital account administrator (web admin), you agree to provide accurate user identification information for any user. You agree that the user information is subject to verification and that Raiz Federal Credit Union in its sole discretion has the option to permanently disable digital access to any user.

# **Digital Banking Services**

After you successfully register for Digital Banking, you will have access to your eligible accounts, which include Checking, Savings, CD, IRA. If you are a retail Digital Banking customer, you will also have access to eligible loans. If you are a business Digital Banking customer, you will have "view" and "transfer to" access to eligible loans. Initially, information regarding activity for up to the most recent three months will be available to you. Information about additional activity will become available to you periodically, until the most recent fourteen months are available to you at any time. For these eligible accounts, you will be able to:

- · View balance information
- · View transaction history



- · Search for transactions
- · View images of the front and back of your checks
- · Import certain account information into Intuit Quicken, via Web Connect
- · Send us secure messages regarding your accounts or Digital Banking and receive secure messages ("Message Center")
- Setup multiple users to allow you to control access to your account. You can create "read only" or "full access" features for your family or business partners and associates.
- Establish alerts to notify you when certain balance conditions are met, when transactions occur, when you have received Messages from Raiz Federal Credit Union or when e-statements are available. You may choose to receive alerts via email or mobile text (your carrier's standard text messaging rates will apply). To ensure delivery, data must be entered in the required format.
- Conduct internal fund transfers (member to member), recurring transfers, and external transfers to and from other financial institutions.
- · If you also choose to register for the Bill Pay service, you will be able to issue a bill payment to a third party from your Payment account.
- · If you choose to register for the mobile remote deposit capture service, you will be able to deposit a check using the mobile app.
- · Update Personal Information. This feature allows you to update your address, phone number, work number, and email address without having to visit a Raiz Federal Credit Union branch office.

All instructions or requests provided to Raiz Federal Credit Union via Digital Banking will be deemed to be written instructions, with the same effect as written instructions provided to Raiz Federal Credit Union on paper and signed by you. If you ask us to make periodic transfers or payments at regular intervals, that request will have the same effect as written instructions to us signed by you.

## System Availability

You may access your account information via Digital Banking 24 hours a day, seven days a week, except for interruptions due to maintenance or matters beyond Raiz Federal Credit Union's control.

# **Daily Processing Deadlines**

Raiz Federal Credit Union's business days are Monday through Friday ("Business Days"). Saturday, Sunday and Federal holidays are not considered Business Days. Digital Banking transactions, such as funds transfers, that occur before our daily cutoff time on Business Days will be reflected in your transaction history the following Business Day. Digital Banking transactions, such as funds transfers, that occur after our daily cutoff time on Business Days or all-day Saturday, Sunday, and Federal holidays will be reflected in your transaction history on the second Business Day. Transactions that have occurred and that are not yet reflected in your account history may affect your available balance. In addition, the amount of such transactions may appear in the available balance fields in Digital Banking.

# <u>Transfers</u>

You may transfer funds to your loan at Raiz Federal Credit Union or between your Checking and Savings accounts. You will be able to make funds transfers that are effective when you complete the transfer online, schedule future-dated transfers, and establish recurring transfers. The available balance in the account from which the withdrawal for the transfer will be made (FROM account) and the available balance in the account to which the transfer will be credited (TO account) will be updated as soon as the transfer is complete. The maximum dollar limit on any transfer is equal to the available balance in your account from which the transfer is being made (FROM account), including the available balance in any other account being debited that is associated with the account, at the time the transfer is completed by Raiz Federal Credit Union.

You will also be able to transfer funds to another financial institution, Credit Union or Bank, and only to a savings or checking account. (Western Union not included.) You will be able to transfer funds from your savings or checking account at another financial institution, Credit Union or Bank, to your savings or checking account here at Raiz Federal Credit Union. The maximum dollar limit you will be able to transfer to or from another financial institution will be up to \$3,000.00. The transfer amount cannot exceed the maximum dollar limit (\$3,000.00) or the available balance in the account from which the transfer is being made (FROM account), including the available balance in any other account being debited. Transfers made to and from another financial institution will appear in the account within three Business Days from the date you have completed the transfer. Transfers completed to and from another financial institution on Saturdays, Sundays, Holidays and after Business hours will be





processed the following Business Day by Raiz Federal Credit Union and appear in the account within two business days from the date it was completed by Raiz Federal Credit Union. You will need to use your Bill Pay or Digital Banking to pay your other bills such as utilities, credit cards, or any other merchants. No International Transfers will be allowed.

Transfers to pay your loans at Raiz Federal Credit Union from your savings account or checking account from another financial institution will be offered through Transfer. You can also schedule automatic reoccurring transfers by submitting an Authorization Agreement for Direct Payment Form at any of our branch offices of online through an e-sign provider.

## Our Right to Delay or Reject Transactions

Even though you may request a transaction it may be delayed or Raiz Federal Credit Union may reject the transaction without liability, if: (1) the request is untimely, incomplete, inaccurate or ambiguous in any respect, (2) the requested transaction may exceed either the collected and available funds on deposit in designated account, together with the credit limit on an overdraft line of credit you may have established in connection with the particular account (excluding any Overdraft Privilege service you may have); (3) the requested transaction is either not authenticated to Bank's sole satisfaction, or Raiz Federal Credit Union believes such request may not have been authorized by you; (4) the requested transaction would cause Raiz Federal Credit Union to violate a law, regulation or a government guideline or program; (5) the requested transaction is not in accordance with any other requirement stated in this Agreement, or is objectionable to Raiz Federal Credit Union for any other reason, in Bank's sole discretion; (6) Bank's system was not working properly and you knew about the breakdown when you started to submit the transaction; (7) circumstances beyond our control (such as fire, flood, mechanical or electrical failure) prevent the transaction, despite reasonable precautions we have taken; or (8) if Raiz Federal Credit Union reasonably believes completing such transaction would result in Bank's exposure to liability or risk beyond that contemplated by this Agreement. Raiz Federal Credit Union may treat such requested transaction as though it had not been received. In the event a transaction is rejected by Bank, for any reason, it shall be your responsibility to remake the transaction.

Restrictions on Transfers from Savings Accounts

There are certain restrictions on transfers or withdrawals you may make out of a savings account. Please see your account agreement for details.

## Fees/Charges

Many of the Digital Banking services are provided free of charge. Some account services requested through Digital Banking may require payment of a fee. Refer to the fee schedule for your consumer or business account for a complete listing of fees. Fees will be charged to the account for which the service has been provided, unless otherwise stated. Fees and the services to which they apply are subject to change from time to time at Raiz Federal Credit Union's discretion.

# Stop Payments

This section refers to your ability to stop payment on a check that you have written. It does not allow you to cancel an Online Bill Payment or other electronic payment (such as an ACH payment). Once a bill payment has been debited from your account and paid electronically, you cannot cancel or stop the bill payment.

For a stop-payment order to be effective, we must receive the request in time to give us reasonable opportunity to act on it. To place a stop payment order via Digital Banking, the account number and check number are required. To request a stop payment without this required information, contact 877-378-3281. Unless your request is complete and accurate, we may be unable to identify the item subject to your request.

A stop-payment order may be made and will be honored when made by the maker of the check or any other account owner who has withdrawal rights at least equal to the rights of the maker of the check. Stop Payment orders placed using Digital Banking are considered written stop payment orders. We reserve the right to require an actual, physically-signed written stop payment order at any time. Written stop payment orders are effective for six months and may be renewed in writing for an additional six months only by one of the methods that follow:

Use Message Center to request that we extend the Stop Payment period for an additional six months. The request must include the check number and the account number on which the check was written. Send us a letter requesting that we extend the Stop Payment period for an additional six months. The request must include the check number and the account number on which the check was written. The letter must be sent to:





Raiz Federal Credit Union 12020 Rojas Dr. El Paso, TX 79936

You may check the Stop Payment history screen in Digital Banking to verify the Stop Payment orders placed on your account.

You agree to hold Raiz Federal Credit Union harmless for the amount of the stop payment as well as for all expenses and costs incurred by Raiz Federal Credit Union through refusing payment of the check on which a stop payment has been placed. You further agree to hold Raiz Federal Credit Union free of all liability should payment be made contrary to this request, if such payments occur through inadvertence or accident.

## Canceling a Stop Payment

A stop payment order placed using Digital Banking may only be canceled by one of the following methods:

Send us a notice using Message Center and include the account number the check was written against and the check number, and the following, if known: check amount, date check written and Payee name.

Send us a letter including the account number the check was written against and the check number. Also identify the following, if known: the check amount, date check written and Payee name. The letter should be sent to:

Raiz Federal Credit Union 12020 Rojas Dr. El Paso, TX 79936

Or

Visit a Raiz Federal Credit Union branch

A stop payment order will be released only upon request from the account owner who authorized the stop payment to be placed.

# Periodic Statements

Raiz Federal Credit Union will mail or deliver to you monthly account statements for your Raiz Federal Credit Union account(s). Raiz Federal Credit Union will include any transfers or bill payments you authorize through Digital Banking on your statement. You should promptly notify Raiz Federal Credit Union of any discrepancies, including but not limited to, any errors or inaccuracies related to data transmitted by any digital service. Unless provided otherwise by law, if you do not notify us of any errors within a reasonable period of time (not to exceed 14 days), after we send or make available to you your statement and/or items, you cannot assert the unauthorized signature or alteration against us even if we are unable to show a loss due to your failure. Also, you cannot assert any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the reasonable time mentioned above elapses and before we receive your notice. We lose these protections if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration. However, if you do not notify us of the problem within 60 days of when we send or make available to you the statement and/or items, you absolutely forfeit any right(s) to assert a claim against us. You must report any other account problem (e.g., erroneous statement or passbook entry, missing signature, unauthorized endorsement, etc.) within a 60-day period or lose your right to assert claim against us.

# <u>Disclosure of Information to Third Parties</u>

We will disclose information to third parties about your account or the transactions that you make:

- · Where it is necessary to complete authorized transactions.
- · Where it is necessary to activate additional services.
- · In order to verify the existence and condition of your account for a third party, such as a credit bureau or Biller.
- To a consumer reporting agency.



- · In order to comply with a government agency or court orders.
- · If you give us your written permission.
- · Address or Banking Changes

It is solely your responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either by using Digital Banking or by contacting Customer Service. We shall have a reasonable time to act on such changes. Raiz Federal Credit Union is not responsible for any payment processing errors or fees incurred if you do not provide accurate information.

# Your Liability for Unauthorized Electronic Fund Transfers and Error Resolution

Consumer and Business users, please refer to the EFT Agreement located at the bottom of our website (www.raiz.us)

## Changes to Agreement

We may, in our sole discretion, change Digital Banking services and the terms, including fees, set forth in this Agreement at any time. For example, we may add, delete or amend terms or services, add or change fees, or change or limit the types of accounts accessible by Digital Banking. You will be notified of any such change as required by applicable law, either by mail or by Message Center. You understand that by your continued use of the Digital Banking service after a change becomes effective, you have agreed to the change.

## Electronic Mail (e-mail) and Messaging

Although you may currently have e-mail capabilities, it is important to remember that normal Internet email transmissions may not be secure. You agree to contact us electronically only through Message Center within Digital Banking if your correspondence contains confidential information, such as an account number or social security number. You also agree to receive communications regarding your account electronically and will not attempt to circumvent receiving any messages. It is your responsibility to notify us immediately if your e-mail address(-es) changes. You are deemed to have received any electronic messages at the time we send them to you.

We may not immediately receive e-mail (including Message Center) that you send. You must confirm urgent messages by completing a telephone call to us at the number below. We will have a reasonable opportunity to act on your email requests.

You cannot use e-mail for the following purposes:

- · To report unauthorized use of Username and Password/PIN (see "Your Liability for Unauthorized Electronic Fund Transfers and Error Resolution")
- To report an unauthorized transaction, See the "Notices" section regarding how to report these matters.

#### **Notices**

Any notices to us, unless otherwise stated in this Agreement, must be in writing and shall be deemed to have been given or made on the date of delivery, in the case of hand delivery, or five (5) business days after deposit in the United Sates mail, postage prepaid and addressed as required in this Agreement. If you (i) believe that any error has been made with respect to Digital Banking, (ii) dispute any transfer, payment, charge or other entry involving Digital Banking, or (iii) believe any security problem exists (including the fact or possibility that any unauthorized person has access to your Username, password/PIN or other security procedures or otherwise has access to Digital Banking), then you must promptly notify us by telephone, by calling (915) 843-8328 or 1-877-378-3281 and confirm such communication by written notice. We shall not be deemed to have received notice until it has been given written notice as provided herein, but telephonic notice may enable us to act to prevent or limit loss to you that may otherwise occur. Although you will have the ability to transmit electronic mail directly to us using Message Center, no communication through that system or other electronic communication shall be deemed to constitute written notice to us of an error, dispute or security problem.

## Electronic Document Delivery and Signature Consent

#### SCOPE OF YOUR CONSENT

By clicking on an Agree, Consent, Submit or Yes to enable e-statements, notices and/or tax documents, you are expressly accepting, consenting and confirming using "Electronic Document Delivery" and "Electronic Signatures" as those terms are defined in the Electronic Signatures in Global and National Commerce Act ("E-SIGN"). You further agree you have the authority





to and do consent to use Electronic Document Delivery and Electronic Signatures in place of written paper documents and ink signatures; consent to execute the Electronic Document Delivery and processes electronically and understand that these Electronic Document Delivery will govern your account; are able to view this Electronic Document Delivery and Signature Consent; are able to download and review files in Adobe Reader; have an account with an Internet service provider; are able to send email and receive email with hyperlinks to Web sites; are accepting this Electronic Document Delivery and Signature Consent with your legally binding signature just as if you had executed this disclosure on paper; and this Electronic Document Delivery and Signature Consent is in a form you can print and keep for reference. Your acceptance of this Agreement on one access device constitutes your acceptance on all access devices. Your continued use of digital and electronic services on any access device is your reaffirmation of this Agreement.

## WITHDRAWING CONSENT

You may withdraw your consent at any time by selecting an alternative option. You may withdraw consent within Digital Banking or by contacting us at 877-378-3281.

# Communications between You and Raiz Federal Credit Union

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Message Center: Use the Messaging feature in Digital Banking Telephone: you can contact us by telephone at 877-378-3281 Mail: you can write to us at:
Raiz Federal Credit Union
12020 Rojas Dr.
El Paso, TX 79936

In Person: you may visit us in person at any one of our branch locations.

# Indemnification; Limitations on Credit Unions Liability

Raiz Federal Credit Union will not be responsible for, and you expressly agree to indemnify, defend, and to hold Raiz Federal Credit Union, its affiliates, service providers contractors and all of their directors, officers, employees, contractors, and agents harmless from, every claim, damage, loss, delay, cost (including, without limitation, attorney's fees) or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties; (b) your negligence or breach of any agreement with Raiz Federal Credit Union; (c) lack of available funds in your account; (d) any ambiguity, inaccuracy, or omission in any information provided to Raiz Federal Credit Union; (e) any error, failure or delay due to a breakdown in any computer or communications facility; (f) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), war, emergency conditions, or other natural disasters; (g) causes beyond Raiz Federal Credit Union's reasonable control; (h) legal constraint, (i) Raiz Federal Credit Union's inability to confirm to us the authority of any person to act on your behalf; (j) Raiz Federal Credit Union honoring or acting upon any instructions received in accordance with the security procedures or otherwise in accordance with your instructions or the terms of this Agreement; (k) Raiz Federal Credit Union failing or refusing to honor or act upon any instructions received that are not in accordance with the security procedures, any user guides or Raiz Federal Credit Union's instructions; (l) any warranty that Raiz Federal Credit Union is required or deemed to make to a third party in connection with your transactions; and (m) your failure to comply with NACHA rules or the rules of any clearing house or payment organization that processes its transactions.

Neither Raiz Federal Credit Union, nor its affiliates, service providers, contractors nor any of their directors, officers, employees, contractors, and agents shall be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of any of their actions or omissions, even if Raiz Federal Credit Union is aware of the possibility for such damages and regardless of the legal or equitable theory of liability asserted, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.

Raiz Federal Credit Union will use reasonable efforts to provide the Digital Banking services in a prompt fashion, but shall not be liable for temporary failure to provide in a timely fashion. In such event, you will be responsible for carrying out business through alternative delivery channels. Raiz Federal Credit Union will not be liable for any inaccurate or incomplete information with respect to transactions that have not been completely processed or posted to Bank's systems prior to being made





available within Digital Banking. Information provided via Digital Banking with respect to all transactions is provided for your convenience and you shall have no recourse to Raiz Federal Credit Union as to your use of this information.

Unless otherwise required by law, any claim, action or proceeding by you to enforce the terms of this Agreement must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with Raiz Federal Credit Union in any loss recovery efforts Raiz Federal Credit Union may, in its discretion, undertake to reduce any loss or liability that arises in connection with the Digital Banking services.

These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory. 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. You acknowledge that Raiz Federal Credit Union's fees have been established in contemplation of: (a) these limitations on Raiz Federal Credit Union's liability; (b) your agreement to review statements, emails, and notices promptly and to notify Raiz Federal Credit Union immediately of any discrepancies or problems; and (c) your agreement to assist Raiz Federal Credit Union in any loss recovery effort. In no event shall the liability of Raiz Federal Credit Union and its affiliates exceed the average monthly amounts paid by you for the services provided to you through Digital Banking in the year preceding any claim you make against us.

THE FOREGOING SHALL CONSTITUTE RAIZ FEDERAL CREDIT UNION'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL RAIZ FEDERAL CREDIT UNION BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

# Disclaimer of Warranty

DIGITAL BANKING SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF 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 OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

# Recording and Use of Communications

You and Raiz Federal Credit Union agree that all telephone conversations and data transmissions between you and Raiz Federal Credit Union or either of our agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means and for any lawful purpose. All recordings and discs, magnetic tapes, security reports and related media and records used by Raiz Federal Credit Union for transactions contemplated by this Agreement shall remain Raiz Federal Credit Union's property.

#### Calls to You

By providing us with a telephone number (including a wireless/cellular telephone), you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes.

# Governing Law

This Agreement shall be governed by the laws of the state in which the office of Raiz Federal Credit Union which maintains your account is located and, where applicable, by federal law. Any issue relating to an account or service with Raiz Federal Credit Union shall be governed by the law(s) specified in the agreement for that account or service if there is a separate agreement for that account or service. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Waiver of Jury Trial





Where permitted by law, both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement. Raiz Federal Credit Union reserves the right to select the arbitrator who will handle any disputes arising from this Agreement.

# **Related Agreements**

All rules and regulations outlined in your account agreements apply to Digital Banking. State and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations, regulate much of our relationship with you. These laws and regulations, as well as the terms of the Agreement may change from time to time without notice to you unless law requires notice. The Electronic Funds Transfer Act governs some of the transactions permitted under this Agreement, and some terms and conditions included in the Agreement are required by this Act. In addition, certain agreements and documents govern the accounts you access through Digital Banking, as they are amended from time to time, including, but not limited to the following:

Deposit Account Agreement
Any agreement you may have for a loan that may be accessed through Digital Banking
Fee Schedule
New Services

We, in our sole discretion, may add or change services or features of the Digital Banking service at any time. We will update this Agreement to notify you of these new services. If you continue to use Digital Banking, you agree to be bound by the terms contained in the revised Agreement.

# Termination of Agreement

You may cancel Digital Banking at any time. We reserve the right to terminate Digital Banking immediately and without notice (1) in the event of improper use of such service, (2) in the event of a failure to comply with the security procedures, or (3) if all of your eligible accounts have been closed for ninety (90) or more days. We may terminate this Agreement with or without cause by providing written notice of such termination to you. Any termination of this Agreement shall not affect any of Bank's rights and your obligations with respect to Digital Banking utilized by you, or your payment obligations with respect to services performed by us, or any other obligations that survive termination of this Agreement. Termination of this Agreement will not affect or terminate agreements governing your accounts with Raiz Federal Credit Union.

Cancellation of Digital Banking Service

To cancel your Digital Banking Service Use Message Center or send us written notification, with your signature, to:

Raiz Federal Credit Union 12020 Rojas Dr. El Paso, TX 79936

Such termination shall only be effective after we have had a reasonable amount of time to act upon the request or the written notice of such termination or such later date as is specified in that notice.

#### Survival

The sections entitled "Indemnification; Limitations on Bank's Liability" and "Disclaimer of Warranty and limitation of Liability" shall survive termination of this Agreement.

## Severability

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

# Assignment





You may not assign this Agreement to any other party. Raiz Federal Credit Union may assign this Agreement to any directly or indirectly affiliated company. Raiz Federal Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### No Waiver

Raiz Federal Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Raiz Federal Credit Union. No delay or omission on the part of Raiz Federal Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## Captions

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

## **Entire Agreement**

This Agreement (including the Supplements found elsewhere in Digital Banking, as the same may be amended from time to time), is the complete agreement between you and us with respect to the subject matter hereof and supersedes any prior agreements, statements, negotiations and understandings between you and us with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and any agreement governing an account of yours, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Raiz Federal Credit Union is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of such violation or amendment. No course of dealing between you and us will constitute a modification of this Agreement or the security procedures utilized in connection with Digital Banking or constitute an agreement between you and us.

## Binding Agreement; Benefit

This Agreement shall be binding upon and inure to the benefit of you and us and our respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against you or us hereunder.

# Miscellaneous

You agree that this Agreement is the complete and exclusive statement of the agreement between you and Raiz Federal Credit Union which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Raiz Federal Credit Union relating to the subject matter of this Agreement. If there is a conflict between what an employee of Raiz Federal Credit Union or the Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.





## FORGOT PASSWORD DISCLOSURE

Your Username and Password are used to identify and authenticate you when you use Raiz Federal Credit Union digital banking and services.

Prevent unauthorized access to your accounts by keeping your login credentials confidential and ensure that you log out of our digital services when you are finished. Your Password should not be associated with any commonly known personal identification, such as Social Security Numbers, addresses, anniversaries, date of birth, or names of children or pets. Your password should be memorized rather than written down.

You acknowledge that we are entitled to rely on the use of your Username and Password/PIN as your authorization for any transaction through digital banking. You are responsible for all transactions you initiate or authorize using digital banking. If you permit any other person to use your digital banking Username and Password, you will have authorized that person to access your accounts, and you are responsible for any transaction that person initiates or authorizes from your accounts. If you suspect unauthorized use of your Username and Password, please contact us immediately at 877-378-3281. We undertake no obligation to monitor transactions through digital banking to determine that they are made on behalf of the accountholder.

#### STOP PAY DISCLOSURE

By accepting this disclosure and submitting the stop payment request of an ACH/Personal Check, you agree to pay \$39.95 per item. Or, by accepting this disclosure and submitting the stop payment request for a series of checks in sequence, you agree to pay \$39.95 per sequence.

This section refers to your ability to stop payment on a check that you have written. It does not allow you to cancel an Online Bill Payment or other electronic payment (such as an ACH payment). Once a bill payment has been debited from your account and paid electronically, you cannot cancel or stop the bill payment.

For a stop-payment order to be effective, we must receive the request in time to give us reasonable opportunity to act on it. To place a stop payment order via Digital Banking, the account number and check number are required. To request a stop payment without this required information, contact 915-843-8328. Unless your request is complete and accurate, we may be unable to identify the item subject to your request.

A stop-payment order may be made and will be honored when made by the maker of the check or any other account owner who has withdrawal rights at least equal to the rights of the maker of the check. Stop Payment orders placed using Online Banking are considered written stop payment orders. We reserve the right to require an actual, physically-signed written stop payment order at any time. Written stop payment orders are effective for six months and may be renewed in writing for an additional six months only by one of the methods that follow:

Use Message Center to request that we extend the Stop Payment period for an additional six months. The request must include the check number and the account number on which the check was written. Send us a letter requesting that we extend the Stop Payment period for an additional six months. The request must include the check number and the account number on which the check was written. The letter must be sent to:

Raiz Federal Credit Union 12020 Rojas Dr. El Paso, TX 79936

You may check the Stop Payment history screen in Digital Banking to verify the Stop Payment orders placed on your account.

You agree to hold Raiz Federal Credit Union harmless for the amount of the stop payment as well as for all expenses and costs incurred by Raiz Federal Credit Union through refusing payment of the check on which a stop payment has been placed. You further agree to hold Raiz Federal Credit Union free of all liability should payment be made contrary to this request, if such payments occur through inadvertence or accident.

## **Canceling a Stop Payment**

A stop payment order placed using Online Banking may only be cancelled by one of the following methods:



Send us a notice using Message Center and include the account number the check was written against and the check number, and the following, if known: check amount, date check written and Payee name.

Send us a letter including the account number the check was written against and the check number. Also identify the following, if known: the check amount, date check written and Payee name. The letter should be sent to:

Raiz Federal Credit Union 12020 Rojas Dr. El Paso, TX 79936

Or

Visit a Raiz Federal Credit Union branch.

A stop payment order will be released only upon request from the account owner who authorized the stop payment to be placed.

#### TRANSFER DISCLOSURE

You will be able to make funds transfers that are effective when you complete the transfer online, schedule future-dated transfers, and establish recurring transfers. The available balance in the account from which the withdrawal for the transfer will be made (FROM account) and the available balance in the account to which the transfer will be credited (TO account) will be updated as soon as the transfer is complete. The maximum dollar limit on any transfer is equal to the available balance in your account from which the transfer is being made (FROM account), including the available balance in any other account being debited that is associated with the account, at the time the transfer is completed by Raiz Federal Credit Union.

You will also be able to transfer funds to another financial institution account you own, Credit Union or Bank, and from another financial institution account you own to the Raiz FCU account you own. Transfers made to and from another financial institution will appear in the account within three Business Days from the date you have completed the transfer. Transfers completed to and from another financial institution on Saturdays, Sundays, Holidays and after Business hours will be processed the following Business Day by Raiz Federal Credit Union and appear in the account within two business days from the date it was completed by Raiz Federal Credit Union. No International Transfers will be allowed.

Any transfers to pay your loans at Raiz Federal Credit Union from your account at another financial institution will require the payment to first be placed into a deposit account, and then transferred to the loan.

#### **Our Right to Delay or Reject Transactions**

Even though you may request a transaction it may be delayed or Raiz Federal Credit Union may reject the transaction without liability, if: (1) the request is untimely, incomplete, inaccurate or ambiguous in any respect, (2) the requested transaction may exceed either the collected and available funds on deposit in designated account, together with the credit limit on an overdraft line of credit you may have established in connection with the particular account (excluding any Overdraft Privilege service you may have); (3) the requested transaction is either not authenticated to Bank's sole satisfaction, or Raiz Federal Credit Union believes such request may not have been authorized by you; (4) the requested transaction would cause Raiz Federal Credit Union to violate a law, regulation or a government guideline or program; (5) the requested transaction is not in accordance with any other requirement stated in this Agreement, or is objectionable to Raiz Federal Credit Union for any other reason, in Bank's sole discretion; (6) Bank's system was not working properly and you knew about the breakdown when you started to submit the transaction; (7) circumstances beyond our control (such as fire, flood, mechanical or electrical failure) prevent the transaction, despite reasonable precautions we have taken; or (8) if Raiz Federal Credit Union reasonably believes completing such transaction would result in Bank's exposure to liability or risk beyond that contemplated by this Agreement. Raiz Federal





Credit Union may treat such requested transaction as though it had not been received. In the event a transaction is rejected by Bank, for any reason, it shall be your responsibility to remake the transaction.



## REMOTE DEPOSIT CAPTURE (MOBILE DEPOSIT) DISCLOSURE

This agreement contains the terms and conditions for the use of mobile Remote Deposit Capture. Other agreements that you have entered into with Raiz Federal Credit Union ("credit union"), including Depository Agreement and Disclosures governing your credit union account, are incorporated by reference and made part of this agreement. By accepting this agreement, you agree to the terms set forth within and agreed to be subject to restrictions as set forth in this agreement. This agreement applies to mobile Remote Deposit Capture ("Service") which includes image transmission of paper negotiable instruments as defined as an eligible item.

- 1. General terms/service. The service is designed to allow you to make deposits to your deposit account(s) from home or other remote locations by taking images of checks and delivering images and the associated deposit information to the credit union.
- 2. Acceptance of these terms. Your use of the services constitutes your acceptance of this agreement. This agreement is subject to change as determined by the credit union and we will notify you of any material changes through previously agreed upon communication methods including electronic communication. Your continued use of this service will indicate your acceptance of the revised agreement. Further, the credit union reserves the right, at its sole discretion, to change, modify, add, or remove portions from the services. Your continued use of this service will indicate your acceptance of the revised agreement.
- 3. Limitations on service. When using the service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue the service, in whole or in part, or your use of the service, in whole or in part, immediately and at any time without prior notice.
- 4. Limits. Limits may vary based on account eligibility and status. Maximum limits up to \$10,000 for consumer accounts and \$15,000 for business accounts. We may adjust these limits at any time without prior notice.
- 5. Eligibility. To be eligible for the service you must have one, or more, of the following services at the credit union: savings account, checking account, business checking account.

Termination of these services or abuse/misuse of the service may result in the removal of mobile access by the credit union.

- 6. The credit union does not allow mobile Remote Deposit Capture for the following account types: investment accounts, loans.
- 7. Eligible Items. You agree to image and deposit only checks, as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the credit union shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code of Iowa. You agree that you will not use the Service to scan and deposit any checks or other items as shown below:
- Checks or items payable to any person or entity other than you.
- Check or items containing obvious alteration to any of the field on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined by Reg CC.
- Check or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks as defined in Reg CC.
- Checks or items not payable in United States Currency.
- Checks or items dated more than 6 months prior to the date of the deposit.
- Checks or items payable to you and another party who is not a joint on the account.
- Checks or items that are post-dated and deposited prior to the date on that item.
- Checks prohibited by the credit union current procedures relating to the services or which are otherwise unacceptable.

  8. Image Submission. The image submitted must be clear and legible, with the five items of negotiability, the payor and MICR lines on the check must also be legible to the credit union for processing. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association. Items not meeting specific standards as determined by system identification



and or Credit Union standards are subject to rejection. If you have endorsed an item that has been rejected for submission through this service those items must be presented in person at one of our physical locations.

- 9. Endorsements. All checks submitted for deposit must be endorsed with the following restrictive endorsement: "Mobile Deposit Only" with your signature and account number, or as otherwise instructed by the credit union. The credit union will not accept third party checks through mobile deposit capture. All endorsements must be in either blue or black ink as required for processing.
- 10. Receipt of Deposit. All images processed for deposit through this service will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. We reserve the right, at our sole and absolute discretion, to reject any image for deposit into your account. The manner in which the items are cleared, presented for payment, and collected shall be in the credit union's sole discretion subject to the Depository Agreement and Disclosures governing your account. We are not responsible for images or items which we do not receive. Items that are received will be processed on the next business day. Saturdays, Sundays and Holidays are not considered business days; therefore, any deposits made on these days will be processed the following business day.
- 11. Retention of the Negotiable Instrument. You should securely retain the original checks(s) (deposited items) for a period of no less than 60 days. You agree that you will never re-present the original check unless specifically requested by the credit union. In the event that an item cannot be read through the service process, the credit union may request the payee to submit the paper item for processing. After the end of the retention period, the original items should be destroyed writing "VOID" on the front of the check and then destroying it by crosscut shredding.
- 12. Errors. You agree to notify the credit union of any suspected errors regarding items deposited through the service right away, and in no event later than 60 days after the applicable credit union account statement.
- 13. Hardware and Software. In order to use the service, you must obtain and maintain, at your expense, compatible hardware and software as specified by the credit union from time to time. The 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.
- 14. Ownership & License. You agree that the credit union retains all ownership and proprietary rights in the service, associated content, technology, and website(s). Your use of the service is subject to and conditioned upon your complete compliance with this agreement. Without limiting the effect of the foregoing, any breach of this agreement immediately terminates your right to use the services. Without limiting the restriction of the foregoing, you may not use the service:
- (i) in any anti-competitive manner,
- (ii) for any purpose which would be contrary to the credit union's business interest, or
- (iii) to the credit union's actual or potential economic disadvantage in any aspect. You may use the services only for non-business, personal use in accordance with this agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the services.
- 15. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE 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 THE SERVICES, 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 THE SERVICES

- (i) WILL MEET YOUR REQUIREMENTS,
- (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,
- (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE,
- (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
- 16. 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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE 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 THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF TFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

- 17. User warranties and indemnification. You warrant to the credit union that:
- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to the credit union is accurate and true.
- f. You will comply with this agreement and all applicable rules, laws and regulations.
- g. You agree to indemnify and hold harmless the credit union from any loss for breach of this warranty provision.

## ELECTRONIC STATEMENTS AND NOTICES DISCLOSURE

By clicking on an Agree, Consent, Submit or Yes to enable e-statements, notices and/or tax documents, you are expressly accepting, consenting and confirming using "Electronic Document Delivery" and "Electronic Signatures" as those terms are defined in the Electronic Signatures in Global and National Commerce Act ("E-SIGN"). You further agree you have the authority to and do consent to use Electronic Document Delivery and Electronic Signatures in place of written paper documents and ink signatures; consent to execute the Electronic Document Delivery and processes electronically and understand that these Electronic Document Delivery will govern your account; are able to view this Electronic Document Delivery and Signature Consent; are able to download and review files in Adobe Reader; have an account with an Internet service provider; are able to send email and receive email with hyperlinks to Web sites; are accepting this Electronic Document Delivery and Signature Consent with your legally binding signature just as if you had executed this disclosure on paper; and this Electronic Document Delivery and Signature Consent is in a form you can print and keep for reference. Your acceptance of this Agreement on one access device constitutes your acceptance on all access devices. Your continued use of digital and electronic services on any access device is your reaffirmation of this Agreement.

You may withdraw your consent at any time by selecting an alternative option. You may withdraw consent within Digital Banking or by contacting us at 877-378-3281.

## UNSUSBSCRIBE TO ELECTRONIC DOCUMENTS DISCLOSURE

I agree that by submitting this form, I will no longer receive electronic statements or electronic notices to include NSF (non-sufficient funds), Late Payment, and/or miscellaneous daily notices regarding my account. I understand that a \$2.50 fee per is charged per statement.

I understand that I may cancel this request at any time by calling 877-378-3281, or enabling electronic statements within Digital Banking. Raiz FCU reserves the right to send electronic notice when delivery of printed notices is not available by the credit union or one of its affiliates.





# **BILL PAYMENT TERMS AND CONDITIONS**

TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

SERVICE DEFINITIONS "Service" means the bill payment service offered by Raiz Federal Credit Union. "Agreement" means these terms and conditions of the bill payment service. "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be. "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date). "Payment Account" is the checking account from which bill payments will be debited. "Billing Account" is the checking account from which all Service fees will be automatically debited. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays. "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day. "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT SCHEDULING The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

THE SERVICE GUARANTEE Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. We recommend scheduling a payment to arrive at the Payee 5-business days prior to the due date.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances: 1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account; 2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction; 3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or, 4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances. Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a





laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

PAYMENT CANCELLATION REQUESTS You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS Payments to Billers outside of the United States or its territories are prohibited through the Service.

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

BILL DELIVERY AND PRESENTMENT This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following: Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information. Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data. Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills. Cancellation of electronic bill notification -The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation. Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly. Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes





regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

EXCLUSIONS OF WARRANTIES THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 877-378-3281 during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following: 1. Telephone us at 877-378-3281 during customer service hours; 2. Write us at: Raiz Federal Credit Union Attn: Automated Process Solutions 12020 Rojas Drive, El Paso, TX 79936. If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must: 1. Tell us your name and Service account number; 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and, 3. Tell us the dollar amount of the suspected error. If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations: 1. Where it is necessary for completing transactions; 2. Where it is necessary for activating additional services; 3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller; 4. To a consumer reporting agency for research purposes only; 5. In order to comply with a governmental agency or court orders; or, 6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for





example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that: 1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service; 2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; 3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return; 4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and, 5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

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

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following: 1. Telephone us at 877-378-3281 during customer service hours; and/or 2. Write us at: Raiz Federal Credit Union Attn: Automated Process Solutions 12020 Rojas Drive, El Paso, TX 79936. Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

BILLER LIMITATION The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

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

INFORMATION AUTHORIZATION Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.



ASSIGNMENT You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. CAPTIONS The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

## **ACH TERMS AND CONDITIONS**

You will also be able to transfer funds to another financial institution account you own, Credit Union or Bank, and from another financial institution account you own to the Raiz FCU account you own. Transfers made to and from another financial institution will appear in the account within three Business Days from the date you have completed the transfer. Transfers completed to and from another financial institution on Saturdays, Sundays, Holidays and after Business hours will be processed the following Business Day by Raiz Federal Credit Union and appear in the account within two business days from the date it was completed by Raiz Federal Credit Union. No International Transfers will be allowed.

Any transfers to pay your loans at Raiz Federal Credit Union from your account at another financial institution will require the payment to first be placed into a deposit account, and then transferred to the loan.

# Our Right to Delay or Reject Transactions

Even though you may request a transaction it may be delayed or Raiz Federal Credit Union may reject the transaction without liability, if: (1) the request is untimely, incomplete, inaccurate or ambiguous in any respect, (2) the requested transaction may exceed either the collected and available funds on deposit in designated account, together with the credit limit on an overdraft line of credit you may have established in connection with the particular account (excluding any Overdraft Privilege service you may have); (3) the requested transaction is either not authenticated to Bank's sole satisfaction, or Raiz Federal Credit Union believes such request may not have been authorized by you; (4) the requested transaction would cause Raiz Federal Credit Union to violate a law, regulation or a government guideline or program; (5) the requested transaction is not in accordance with any other requirement stated in this Agreement, or is objectionable to Raiz Federal Credit Union for any other reason, in Bank's sole discretion; (6) Bank's system was not working properly and you knew about the breakdown when you started to submit the transaction; (7) circumstances beyond our control (such as fire, flood, mechanical or electrical failure) prevent the transaction, despite reasonable precautions we have taken; or (8) if Raiz Federal Credit Union reasonably believes completing such transaction would result in Bank's exposure to liability or risk beyond that contemplated by this Agreement. Raiz Federal Credit Union may treat such requested transaction as though it had not been received. In the event a transaction is rejected by Bank, for any reason, it shall be your responsibility to remake the transaction.



# DISCLOSURE FOR PERSONAL FINANCIAL MANAGEMENT ACCOUNT ANALYTICS

By using the account aggregation services, you hereby agree to the following:

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

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

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

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



DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

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

NO WARRANTY. YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE.

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



You agree that the Service Providers are third party beneficiaries of the above provisions, with all rights to enforce such provisions as if the Service Providers were a party to this Agreement.

# **OVERDRAFT PROTECTION**

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. Please refer to the Membership and Account Agreement for a more thorough explanation of factors that determine when an overdraft occurs and when you may incur a fee for overdrawing your account. We can cover your overdrafts in two different ways:

- 1. We have standard overdraft practices that come with your account.
- 2. We also offer overdraft protections plans, such as a link to another account of yours, which may be less expensive than our standard overdraft practices. To learn more, visit Raiz.us.

What are the standard overdraft practices that come with my account?

We authorize and pay overdrafts for the following types of transactions:

- · Share drafts/checks, and other transactions made using your checking account
- · Automatic bill payments
- · ACH transactions

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to by opting-in to Courtesy Pay:

- · ATM transactions
- · One-time debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be decline.

What fees will I be charged if the Credit Union pays my overdraft?

Under our standard overdraft practices:

• We will charge you a fee of \$5.00 for transactions under \$10.00 and \$19.00 for transactions more than \$10.00 each time we pay an ATM or debit card transaction overdraft. Overdraft is triggered when the account's available balance is not sufficient to pay the transaction.

There is no limit on the total fees we can charge you for overdrawing your account.

- The daily maximum of overdraft/NSF fees that can be assessed in connection with a single transaction. If a merchant were to submit the same transaction multiple times in the same day, you would be charged for a maximum of 3 attempts at \$39.95 an attempt for a total of \$119.85.
- The maximum number of overdrafts/NSF fees that can be assessed in connection with a single transaction. If a merchant submits the same transaction for payment over one or more days, you will be charged for a maximum of 3 attempts at \$39.95 per attempt for a total of \$119.85.

To opt-out of our standard overdraft protection for checks, automatic bill payments, and ACH transactions, please call us at 877-378-3281.

# **COURTESY PAY DISCLOSURE**



Courtesy Pay is a service that adds a measure of protection to your personal/business checking account. As long as you are a member in good standing, which includes having a checking account with us for at least 30-days, you make regular deposits to that account, bring your account back into a positive balance regularly, maintain all credit union loans current and there are no legal orders against your account, your Courtesy Pay privilege remains activated.

We will charge a fee each time we pay an overdraft (where the funds were unavailable). There is no limit on the total fees we can charge you for overdrawing your account. To opt-out of our standard overdraft protection for checks, automatic bill payments, and ACH transactions, please call us at 877-378-3281.

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. Please refer to the Membership and Account Agreement for a more thorough explanation of factors that determine when an overdraft occurs and when you may incur a fee for overdrawing your account. We can cover your overdrafts in two different ways:

- 1. We have standard overdraft practices that come with your account.
- 2. We also offer overdraft protections plans, such as a link to another account of yours, which may be less expensive than our standard overdraft practices. To learn more, visit Raiz.us.

What are the standard overdraft practices that come with my account?

We authorize and pay overdrafts for the following types of transactions:

- · Share drafts/checks, and other transactions made using your checking account
- · Automatic bill payments
- · ACH transactions

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to by opting-in to Courtesy Pay:

- ATM transactions
- · One-time debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be decline.

## SKIP PAYMENT DISCLOSURE

By accepting these terms and conditions, you authorize Raiz Federal Credit Union to advance your due date by one month, and you acknowledge that this action will extend the time it will take to pay off your loan. There will be no late charge or penalty for skipping your payment if you decide to take advantage of this offer. Daily interest will continue to accrue on the unpaid balance of your loan and will be paid with the next scheduled loan payment. You acknowledge that your regular payment schedule will resume immediately after the scheduled payment you have been approved to skip. If your payment is automatically transferred from another institution, you will need to submit the request at least five (5) business days prior to your scheduled payment date to request that your payment be deferred and deposited into your savings account. If your loan payments are normally paid automatically through payroll deduction, the amount of the payment will remain in your Raiz Federal Credit Union savings or checking account and will not transfer to the loan as scheduled. Except as provided herein, all other terms of your loan agreement remain unchanged. By checking the "I agree" box below, you agree to conduct this transaction electronically, and you agree that your checking of the box constitutes your electronic signature for all purposes. You represent that you are a borrower on the loan for which you are requesting skipping payment and that you have authority to make this request on behalf of all borrowers.

# **Important Information:**





This offer is subject to approval and Raiz Federal Credit Union may decline to approve this request or withdraw this offer at any time and for any reason. Loans in default are not eligible for the "Skip-A-Payment" program. When you agree to skip-a-payment on your loan(s), the term of any GAP insurance you may have for your loan will not be extended.

Mortgage, Real Estate, Home Equity loans and Credit Cards are not eligible for "Skip-A-Payment" promotions due to regulatory constraints and/or requirements. Other loans may also be ineligible.