

# **VYSTAR CREDIT UNION AGREEMENTS AND DISCLOSURES**

The terms and conditions of these Agreements, Disclosures and Terms and Conditions shall apply to and govern your electronic access and use of all VyStar Credit Union ("VyStar") Internet Banking Services and/or Mobile Banking Services ("Service" or "Services") currently offered or that may be offered in the future, including Mobile Check Deposit, Bill Pay, SMS Text Banking and Zelle and Other Payment Services. In this Agreement, the words "Credit Union" "Branches" "us" "we" "our" "VCU" or "VyStar" means VyStar Credit Union and all agents, independent contractors, designees, or assignees of VyStar. The words "you," "your," "signer," and "owner" refer to you the member(s)/owner(s)/signer(s), as well as anyone you permit to access your deposit account or loan account, including, but not limited to savings, checking, money market, credit card, home equity line of credit, or line of credit ("Account(s)"). All agreements, disclosures, rules and regulations applicable to your Accounts, including other agreements you have with VyStar, now or in the future, remain in effect and are made a part of this Agreement by reference unless specifically modified.

## **Internet Banking & Mobile Banking Service Terms and Conditions**

### **1. Acknowledgment.**

You agree that by using the Services, or allowing another to access your Account(s) via the Services, that you have received a copy of, and agree to be bound by, the Agreements and Disclosures of the most recent VyStar Membership and Account Agreement, Funds Availability Policy Disclosure, Electronic Funds Transfers Agreement, all applicable loan disclosures, and these Internet Banking Agreements and Disclosures. These Agreements and Disclosures constitute the agreement between you and us related to the Services and supplement any other agreement or disclosure related to any of your Accounts. In the event of a conflict between these Agreements and Disclosures and any other agreement or disclosure related to any of your Accounts, any statement by our employees or agents, or any representation or statement relating to the Services, these Agreements and Disclosures shall control. If any part of these Agreements and Disclosures are deemed invalid, the remainder will remain in full force and effect. VyStar reserves the right to amend, modify, revoke, or cancel the Services and the terms of these Agreements and Disclosures in accordance with applicable law. You may not assign these Agreements and Disclosures, or any of your rights or responsibilities under these Agreements and Disclosures, to any other party. We may assign these Agreements and Disclosures, and any or all of our rights and/or responsibilities under these Agreements and Disclosures, or delegate any or all of such rights and responsibilities, to any third party or parties. We may change the terms and conditions of this Agreement at any time without notice except as required by applicable law. Any required notice may be included in your Credit Union account statement. Continued use of the Service(s) following a change or amendment

constitutes your acceptance of any changes or amendments to this Agreement, unless a longer period is required by law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

**2. Services.**

VyStar offers its members access to view account information, perform transactions and manage their money with features designed to meet your needs.

Enrollment requires identification of your banking relationship with the Credit Union.

You may opt out of any of these services at any time.

The Internet Banking Service, Mobile Banking Service and/or Software may not be available at any time for any reason.

**3. Username.**

To access Services, you must use your username and password. You will be able to choose your own username and password, provided that it meets our security requirements and is not already in use.

**4. Password.**

A password is required to access Services in conjunction with your username. To help safeguard your password, you should change it frequently. Your password can be used to access money and information about your Accounts; you are responsible for keeping your password and Account data confidential. You agree you will not provide or give access to your password to another party. Disclosing your password constitutes authorization for use by others and you agree to be liable for their actions, including those of additional parties to whom they may disclose your password, in each case, whether disclosure occurs intentionally or inadvertently.

**5. Challenge Questions.**

In addition to using your username and password to confirm your identity, VyStar utilizes additional security measures to authenticate your identity. You will be required to select challenge questions from a list provided when you first register, as well as provide answers to each of those questions. When providing answers to the challenge questions please remember that you, or other joint members, will need to provide the exact answer in the same format if that question is presented for identity confirmation. To help protect your Account, you will be asked challenge questions periodically based on a variety of factors, including but not limited to resetting your password. You should safeguard your challenge question answers in the same manner as your password.

## **6. Transactions.**

Subject to system availability, you may initiate transactions at any time seven (7) days a week, 24 hours a day. However, Business Days are Monday through Friday, excluding Federal Holidays. Refer to your account disclosures for transaction limitations and funds availability information.

We reserve the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits.

## **7. Transfers.**

You may make immediate funds transfers between eligible deposit and loan accounts and schedule immediate or recurring transfers for future dates. Future dated transfers will occur on the scheduled date. Transfers that are scheduled but fail to take place can be located on the Internal Transfer page under the "Transfer History" column. Review your account disclosures for any restrictions or limitations for internal transfers.

## **8. Fees.**

Refer to the current [Fee Schedule](#) for fees related to Internet Banking, Mobile Banking and related services. 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. VyStar reserves the right to charge for Services. You will be given notice, in accordance with applicable law, before VyStar implements or changes any fees related to the Services.

## **9. Other Charges.**

You should note that depending on how you access or use any of the Services, you might incur charges for any Internet Service Provider (ISP) fees or purchase of computer programs such as Financial Management Software (e.g. Quicken, etc.). Refer to the Credit Union Membership and Account Agreement for details; additionally, fees may be assessed for added self-service features available through Internet Banking or Bill Payment Service. Please refer to the Credit Union's Fee Schedule to see if you are subject to these fees. An Insufficient Fund Fee or late fee may also apply if you schedule payments and your available balance is not sufficient to process the transaction on the date scheduled.

## **10. Messaging and Data Charges.**

By participating in the Service, you agree it may require the use of your mobile device's data and text messaging capabilities and that standard data and text messaging charges apply in accordance with your service agreement with your mobile service provider. You agree that the Credit Union is not responsible for any charges you may incur while using the Service.

**11. Electronic Mail (e-mail).**

Member initiated e-mail messages will be deemed to have been received on the following Business Day. The Credit Union cannot act on transactions sent by you from an external e-mail address. You must use Internet Banking secure e-mail to send instructions or inquiries about your Credit Union Account(s). If for any reason your external e-mail address changes or becomes disabled, please be sure to update your e-mail address within Internet Banking and/or Bill Pay, or contact us to ensure you continue to receive your automated messages.

**12. Bill Pay.**

The Bill Payment Service permits you to direct payments from your designated Bill Pay account to third parties you wish to pay. Your Bill Pay account must be a checking account. Through the Bill Payment Service, you can pay bills from your Bill Pay account to businesses or individuals.

**13. Additional Provisions Applicable to Consumer Accounts Only.**

The provisions under this section are applicable only to online electronic fund transfers ("EFTs") that credit or debit an Account owned by one or more individual members and used primarily for personal, family or household purposes. These provisions do not apply to business or other non-consumer Accounts. To the extent that these provisions are subject to the Federal Reserve Board's Regulation E, the Credit Union may rely on any exceptions to these provisions that are contained in Regulation E.

**Reporting Unauthorized Transactions, Errors or Questions** Tell us **immediately** if you believe:

- Your username or password has been lost or stolen.
- An unauthorized transaction has occurred or may occur involving your Account(s)

You could lose all the money in your Credit Union deposit account plus your maximum overdraft line of credit. You may notify us by telephone, in writing, or by e-mail using the secure e-mail service in our Internet Banking web site. **The telephone number and**

**address you may use are: (904) 777-6000 or 1 (800)445-6289, or write to us at VyStar Credit Union, Attn: Call Center, P. O. Box 45085, Jacksonville, FL 32232-5085.** If you believe that an unauthorized person has performed or may perform an unauthorized transaction you should immediately change your username and password.

When you contact us, you will need to provide the following information:

1. Your name and account number;
2. Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the transaction was not authorized by you, an error occurred, or why you need more information.
3. Tell us the dollar amount of the suspected error.

If the report is made orally, we may require that you send the complaint or question in writing within ten (10) Business Days of the oral notice. We will notify you with the results of the investigation within ten (10) Business Days (or twenty (20) Business Days if the transaction was not initiated within the United States or its possessions and territories). For additional information please refer to the [Membership Booklet](#).

#### **Your Liability for Unauthorized Use.**

You agree it is your responsibility to protect your username or password to protect against unauthorized use. Additionally, you agree to ensure the security of the electronic device used to access your Accounts is secure. You acknowledge and agree that time is of the essence in such situations. Telephoning is the best way of keeping your potential losses to a minimum.

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

1. If you notify the Credit Union within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your username and password without your permission.
2. If you do not notify the Credit Union within two (2) Business Days after you learn of the loss or theft of your username and password, and we can prove that we could have stopped someone from using your username and password without your permission, you could lose as much as \$500.00.

For further details refer to the [Membership Booklet](#).

### **Your Liability for Authorized Use.**

Notwithstanding anything to the contrary in this Agreement, when you give someone your username and password, you are authorizing that person to use the Services, and you are fully responsible for all transactions that person performs while using the Services, as well as any transactions performed by third parties to whom that person provides your username and password, intentionally or inadvertently. All transactions that person performs, even those transactions you did not intend to be performed, are authorized transactions which are binding and for which you are fully responsible until you notify the Credit Union that the authorized person is no longer permitted to conduct transactions on your Accounts. If you believe that an authorized person has performed or may perform an unauthorized transaction you should immediately change your username and password.

Transactions that you, or someone else acting with you, initiates with fraudulent intent are always authorized transactions.

### **14. Credit Union's Liability.**

Our obligations hereunder are limited to receiving and executing, as applicable, your transfer or payment instructions to us in accordance with the terms of this Agreement. If we improperly effect or fail to effect a directed transfer or payment in accordance with the terms of the accepted instruction, we shall reimburse amounts improperly transferred from your Account(s), if and to the extent such reimbursement is required under applicable law, with such interest as may be required by applicable law, within a commercially reasonable time after you notify us of any such error, provided we have verification of the occurrence of such error. We have no further obligation or liability for any loss or expense which you may incur unless such loss or expense is attributable to the gross negligence or willful misconduct of the

Credit Union or our agents, including liability for direct or consequential damages, such liability being hereby specifically waived by you in consideration of this Agreement.

**Unless prohibited by applicable law, under no circumstances will the Credit Union be liable to you in contract, tort or otherwise for special, indirect, incidental, punitive, exemplary or consequential damages including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages.** Without limiting the foregoing, we will not be liable:

1. For erroneous instructions given by you to us.
2. If instructions sent by e-mail are intercepted or are not received in time by us.
3. If through no fault of the Credit Union, you do not have enough money in your Account to make the transfer or payment.

4. If circumstances beyond our control (including, but not limited to, fire, flood, delay in US mail, power outage, interruption in your electrical power or telephone, or equipment or technical defect, malfunction, failure or breakdown) prevents the transfer or payment despite reasonable precautions that we have taken.
5. If there is a hold on your Account, or if access to your Account is blocked, or if funds in your Account are otherwise unavailable.
6. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer or payment.
7. If your transfer or payment authorization terminates by operation of law.
8. If the Service or your access device (laptop, mobile device, etc.) is not working properly or is temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or transaction.
9. If you have not properly followed the instructions for using the Service.
10. If we have received incomplete, inaccurate, conflicting or untimely information from you or a third party involving the Account or transaction.
11. If we have a reasonable basis for believing that unauthorized use of your Password or Account has occurred or may be occurring or if you default under this Agreement, the deposit Account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

**15. Additional Provisions Applicable to Business Accounts ONLY.**

The provisions set forth in this section apply only to Business Accounts (i.e., Accounts used primarily for business, commercial or agricultural purposes). If you are a business, you agree the Service and Accounts linked thereto will be used only by Authorized Representatives and only for legitimate business purposes incurred in the ordinary course of their employment or agency with you. Any Authorized Representative of your business shall be authorized, on such terms, conditions, and agreements as we may require, to: enter into this Agreement, as amended from time to time; access each Credit Union Account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and use any Service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

**16. Protecting Your Services.**

You agree that we may send notices and other communications, including either your username or password confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any

particular individual. You further agree that the Credit Union will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: keep your username and password secure and strictly confidential. You are fully responsible for all access and transactions relating to your Internet Banking, Mobile Banking and linked Accounts that are made using your username and password, whether or not such access or transactions are authorized by you. **The Credit Union will have no liability to you for any unauthorized payment or transfer made using your username and/or password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. The owners of business and other non-consumer Accounts assume sole responsibility for any such unauthorized use of the username and/or password, and shall indemnify, defend, and hold the Credit Union harmless from any and all claims, losses, damages, liabilities, actions, proceedings, costs and expenses (including reasonable attorneys' fees) related to or arising out of any such unauthorized use.** We may suspend or cancel your username and/or password if we suspect your username and/or password(s) are being used in an unauthorized or fraudulent manner. The indemnity obligations in this paragraph shall survive the termination of this Agreement.

#### **17. Entitlements.**

You may elect to grant access through the Service to your VyStar Credit Union deposit accounts, loans, line of credit and credit cards accounts to other individuals ("Sub-users") by granting them access through the entitlement service. Account owners wishing to grant this privilege must complete the User Management enrollment process and select the access level desired. All services may not be available through the selected access. This access may be granted by consumer and business members.

You are fully responsible for all transactions conducted by any and all Sub-users, and all third parties to whom such Sub-users may disclose their username and password, whether those transactions are authorized by you or not.

Transactions you or a Sub-user initiate with fraudulent intent will be considered as authorized transactions for which you remain fully responsible.

It is your responsibility to terminate access through Internet Banking for any and all Sub-users that are no longer authorized to have access to your Account(s).

Any and all Sub-users must agree to all conditions set forth within the Internet Banking and Mobile Banking Terms and Conditions.



## **18. Cancellation of Services.**

**Term and Termination** This Agreement will become effective on the date you sign up for these Services and shall remain in full force and effect until terminated in accordance with the provisions of this Section. Upon termination, you will remain liable for any payments, transfers and other transactions in process, and any accrued fees and charges.

**Our Ability to Terminate** We may immediately terminate any or all of the Services without notice to you under the following circumstances: you do not comply with the terms and conditions of this Agreement or any other agreement governing any one or more of your Credit Union Accounts; your Credit Union Accounts are not maintained in good standing; unauthorized access (suspected or otherwise) to your Account due to your negligence; you initiate bankruptcy proceedings; or, you close your membership at the Credit Union.

**Your Ability to Terminate** You (or any owner of an Account if there is more than one owner) may terminate this Agreement by notifying the Credit Union and providing your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). We are not responsible for notifying any other Account owners of the termination. When Bill Pay is terminated, any prescheduled bill payments made through such Service will also be terminated. You may notify the Credit Union by any one of the following methods:

1. Through Internet Banking secure mail.
2. By calling (904) 777-6000 or 1 (800) 445-6289.
3. By writing a letter and either sending it to the following address: P. O. Box 45085, Jacksonville, FL 32232, or by delivering it to a Member Service Representative at any of our branch locations during business hours.

Termination of your I Services will not terminate your Credit Union Accounts. If you do not sign on to your Internet or Mobile Banking or initiate a transaction through a Service during any consecutive 60-day period, we may convert your Internet and Mobile Banking to an inactive status. If any Service is converted to inactive status, you must contact us to have your access restored before you will be able to schedule any transaction through a Service.

## **19. Disclosure of Account and User Information to Third Parties.**

We will disclose information to third parties about any of your Accounts or the payments or transfers you make: if we return checks on your Account drawn on non-sufficient funds or if we are unable to complete an electronic transfer because of non-sufficient funds; where it is necessary for completing transfers; in order to verify the existence and condition of any of your Accounts for a third party, such as a credit bureau or merchant;

in order to comply with a government agency, regulations or court orders; in accordance with our privacy policy; or, if you give us your written permission.

You acknowledge and agree that in connection with your use of the Service, the Credit Union and its affiliates and service providers, including Fiserv, Inc. and its affiliates ("Fiserv"), may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Mobile Banking Service or Software (collectively "User Information"). The Credit Union and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Credit Union and its affiliates and service providers also reserve the right to monitor use of the Services for purposes of verifying compliance with the law, these Terms and Conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. Refer to the [VyStar Credit Union Privacy Statement](#) for additional information.

## **20. Restrictions on Use.**

You agree not to use the Services in or for any illegal, fraudulent, unauthorized or improper manner or purpose and that you will use the Service only in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations.

## **21. Administration Regulations.**

Without limiting the foregoing, you agree that you will not use the Services to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by the Credit Union (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of the Credit Union or any third- party service provider involved in the provision of the

Service; (iv) material or data that is gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose the Credit Union, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any software or services for which your use has not been authorized; (ii) use or attempt to use a third party's account; or (iii) interfere in any manner with the provision of the Services, the security of the Services or other customers of the Services or Software, or otherwise abuse the Services.

## **22. Use of Mobile Banking Service.**

You accept responsibility for using the Mobile Banking Service in accordance with the online instructions posted on our website. You also accept responsibility for ensuring your mobile device and operating system are properly used and maintained. We reserve the right to change, upgrade or modify the scope of the Mobile Banking Service at any time. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service or your mobile device. You agree and understand that the Mobile Banking Service may not be accessible or may have limited availability over some mobile networks, such as while roaming.

Information available directly through Internet Banking without the use of a mobile device may not be available via the Mobile Banking Service may be described using different terminology (including capitalized terms used in these Terms and Conditions or on our Internet Banking site(s)). The method of entering instructions via the Mobile Banking Service may also differ from the method of entering instructions directly through Internet Banking without the use of a mobile device. We are not responsible for such differences including but not limited to delays, whether or not attributable to your use of the Mobile Banking Service.

Additionally, not all of the products, services or functionality described on the Internet Banking site(s) or in the Internet Banking Agreements and Disclosures may be available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. The Mobile Banking Service may not be available through all mobile service

providers and carriers, and some mobile phones and other wireless devices may not be supported in connection with the Mobile Banking Service. You are responsible for contacting us to determine currently supported mobile service providers, carriers, and mobile devices and for ensuring that you satisfy all technical requirements for using the Mobile Banking Service.

### **23. Biometric Login for Mobile Banking.**

VyStar Credit Union offers the ability to sign-in to Mobile Banking using biometrics, such as your fingerprint or face. All of these services are optional.

1. Touch ID™ is a fingerprint sign-in method for Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner.
2. Face ID™ is a facial recognition sign-in method using iPhone X and above.
3. Android Fingerprint Recognition is a fingerprint sign-in method for Android Devices.

Android Fingerprint Recognition is available for Android devices with a fingerprint scanner running Android OS 6.0 or higher. For Samsung devices, Fingerprint Recognition is not supported on devices released prior to May 2015. (For help with Touch ID or Face ID, contact Apple support at [apple.com/support](http://apple.com/support). For help with Fingerprint Recognition for Android, contact your mobile carrier). Fingerprints and facial features are stored on your device only and VyStar Credit Union never sees or stores your fingerprint or facial information. You acknowledge that by enabling Touch ID, Face ID or Fingerprint Recognition, you will allow anyone who has a fingerprint or face stored on your device access to your personal and payment account information within Mobile Banking. VyStar Credit Union reserves the right to suspend or disable these features at any time. Touch ID, Face ID and Fingerprint Recognition can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint or face, you can sign in using your password. To use Touch ID, Face ID or Fingerprint Recognition for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric sign-on anytime from the More menu within Mobile Banking.

Apple, Touch ID and Face ID are trademarks of Apple Inc.

### **24. Account Ownership/Accurate Information.**

You represent that you are the legal owner of the Accounts you access through the Services and any financial information which may be accessed through the Services. You represent and agree that all information you provide to us in connection with the Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Services. You agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to

date and accurate.

**25. Proprietary Rights.**

You are permitted to use content delivered to you through the Services only in connection with your proper use of the Services. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Service technology, including, but not limited to, the Software or other mobile device applications associated with the Mobile Banking Service.

**26. No Commercial Use or Re-Sale.**

You agree that the Service is for personal use only. You agree not to resell or make commercial use of the Service.

**27. Software License Agreement.**

Subject to your compliance with these Terms and Conditions, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Software on your mobile device within the United States and its territories. In the event that you obtain a new or different mobile device, you will be required to download and install the Software to that new or different mobile device. This License shall be deemed revoked immediately upon (i) termination of the Mobile Banking Service, (ii) termination of the Internet Banking service, (iii) your deletion of the Mobile Banking Service software from your mobile device, or (iv) notice to you at any time, with or without cause. In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Mobile Banking Service software from your mobile device. In the event of the revocation of the License, your obligations which are accrued and owing or which expressly or by implication survive such revocation, shall survive.

**28. "Smartphones" and Other Web Enabled Devices.**

You acknowledge that smartphones and other Web enabled devices, including the mobile device you use to access the Mobile Banking Service, are subject to the same security risks as computers that are attached to the Internet and agree that it is your responsibility to secure your mobile device from malicious code (such as spyware, malware, and viruses). You also agree not to use a mobile device that has been altered from the original factory settings. This type of device altering is commonly referred to as "Jail Broken" or "unlocked".

You agree to exercise caution when utilizing the Mobile Banking Service application on your mobile device and to use good judgment and discretion when obtaining or

transmitting information. Any losses, charges and unauthorized transactions involving your Accounts that are incurred through loss of your mobile device or your failure to safeguard the security credentials you use (such as usernames and passwords) to access the Mobile Banking Services and Internet Banking will remain your responsibility, except as otherwise provided in applicable law, regulation or other agreements between you and the Credit Union.

**29. Data Recording.**

When you use the Services, information you enter to conduct transactions, Account inquiries or other information will be recorded. By using the Services, you consent to such recording.

**30. Use of Google Maps.**

You agree to abide by (1) the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and (2) the Google Legal Notices found at [http://www.google.com/help/legalnotices\\_maps.html](http://www.google.com/help/legalnotices_maps.html), or other URLs as may be updated by Google.

**31. Service Providers.**

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

**32. Disclaimer of Warranty.**

CREDIT UNION MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SERVICES OR ANY EQUIPMENT, SOFTWARE OR BROWSER, OR THE PERFORMANCE OF ANY OF THEM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS, EXCEPT TO THE EXTENT LIMITED OR PROHIBITED BY APPLICABLE LAW.

Notwithstanding anything herein to the contrary, we are not responsible for any liability, loss, damage or injury resulting from: the non-availability, or an interruption or delay in the availability, of any of the Services; any computer virus that you may encounter using the Services; or any failure to obtain access to the Services. We are also not liable for any loss or liability resulting from any failure of your equipment or software, or any act or failure to act by an Internet browser provider or by an ISP.

Except to the extent that we are liable under this Agreement or any agreement that governs your Account with us, you agree to indemnify, defend and hold us and our affiliated companies, and each of our and their directors, officers, employees and agents, harmless from and against any and all claims, demands, liabilities, damages, losses, suits, actions, proceedings, costs and expenses (including reasonable attorneys' fees and costs) arising out of or in any way related to your Internet or Mobile Banking or an Account linked thereto or to the Services. This paragraph shall survive the termination of this Agreement.

**No Credit Union employee, nor any company affiliated with the Credit Union, will contact you via e-mail or telephone, specifically requesting your Username or Password. If you are contacted by anyone requesting this information, please contact us immediately.**

We are not responsible for any electronic virus or viruses, including spyware that you may encounter. You are responsible for how you use your computer and how you use the Services. We suggest that you routinely scan your PC using a virus protection and spyware product. Undetected viruses or spyware may corrupt and destroy your programs, files, and your hardware, as well as hijack personal information that could be used to steal your identity and access your Accounts without your knowledge or authorization.

### **33. No Liability and Hold Harmless.**

The Credit Union will use commercially reasonable efforts and ordinary care to provide you with access to the Mobile Banking Service in accordance with these Terms and Conditions. In no event, however, shall the Credit Union be liable for its failure to provide access to the Mobile Banking Service or for your failure to receive message service whether as a result of an error in or interruption of any Software application or as a result of any failure or interruption of your mobile device phone or data service or equipment. Without limiting the generality of the foregoing, the Credit Union shall not be liable to you for delays or errors occurring by reason of circumstances beyond the control of the Credit Union, including without limitation, the failure of communication networks

and interference with or interruption of internet access or service, the failure of equipment, or any acts of civil, military, or banking authorities, national emergencies, labor difficulties, fire, flood or other catastrophes, acts of God, insurrection, war, riots, failure of transportation, failure of vendors, communication or power supply, or malfunction of or unavoidable difficulties with its equipment. The Credit Union will not be liable for consequential, incidental, special or exemplary damages, or lost profits, even if you advise the Credit Union of the possibility of such damages. You acknowledge and agree that you are solely responsible for protecting the confidentiality and security of the security credentials you use (such as username and passwords) to connect to the Mobile Banking Service and Internet Banking. You further acknowledge having been informed that the Bluetooth application on your mobile device must be turned off when accessing mobile banking in order to protect the privacy of your financial records and information. You assume and accept all responsibility for the accuracy of all transactions performed or undertaken utilizing the Mobile Banking Service. You agree to hold the Credit Union harmless from and against any liability of any character attributable to your use of the Mobile Banking Service, except as otherwise provided in applicable law, regulation or other agreements between you and the Credit Union.

You understand and agree the Services may not be encrypted and will include the display and transmission of personal or confidential information about you, such as your Account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other transactions involving the movement of money, through the Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of Account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Services, except as otherwise provided in applicable law, regulation or other agreements between you and the Credit Union.

Additionally, you agree that neither we nor our service providers will be liable for any errors in the content of information obtained or transmitted through the Services, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with data and text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any application store.



**34. Indemnification.**

Without limiting any of your other obligations to us under the Agreement, you agree to protect and fully compensate us and our affiliates and service providers from any and all claims, actions, causes of action, and other proceedings, and all liability, damages, losses, expenses and costs (including, but not limited to, reasonable attorneys' fees and costs) incurred in connection therewith caused by or arising from your use of the Services, your violation of any of the terms of the Services or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone. This paragraph shall survive the termination of this Agreement.

**35. Attorneys' Fees and Costs.**

If legal action is necessary to enforce this Agreement or collect any amounts owing to Credit Union under this Agreement, Credit Union shall be entitled to payment by you of all our reasonable attorneys' fees and costs, whether incurred before or at trial, on appeal, during any bankruptcy or insolvency proceedings, during any post-judgment collection proceedings, or otherwise.

**36. Waivers.**

No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy or other right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy.

**37. Governing Law.**

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

**Mobile Check Deposit Additional Terms and Conditions**

This Mobile Check Deposit Services Agreement ("Agreement") sets forth the terms and conditions for use of VyStar Credit Union's Mobile Banking Application ("the Service") offered by VyStar Credit Union ("Credit Union", "we", "us", "our") to you as a member ("you", "your", or "User") of VyStar Credit Union. The terms and conditions in this Agreement are in addition to the terms and conditions of the Credit Union Account Agreement which otherwise governs your rights and obligations when using your accounts. To the extent there is a conflict between this

Agreement and your Account Agreement, the terms and conditions in the Account Agreement shall govern.

**1. Services.**

The Service is designed to allow you to make deposits to your checking, savings, or money market accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to the Credit Union or our designated processor. By using the Service, you authorize the Credit Union to convert checks to images or create substitute checks for the purpose of clearing the check.

**2. Acceptance of these Terms.**

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or via secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after the Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, the Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

**3. Qualifications.**

Use of the Service is subject to Credit Union approval. In order to be eligible to use the Service, your account(s) must meet qualification criteria set by the Credit Union.

**4. Limitations of Service.**

When using the Service, you may experience technical or other difficulties and the Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. The Credit Union is not responsible for any technical or other difficulties or any resulting loss or damages that you may incur. In the event that the Service is unavailable, you may deposit original checks at our branches or through our ATMs. 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 to you.

**5. E-mail Address.**

You agree to notify us immediately if you change your e-mail address and that your notification will be made by following our procedures for updating personal information.

You understand that the e-mail address that we have on file for you is the address where we will send you notification of receipt of Mobile Deposit Transactions as well as any other information about the Service we deem necessary to communicate to you. We are not responsible for any losses incurred as a result of you not receiving or otherwise not reading notifications or confirmations we send to you.

**6. Deposit Limits.**

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We are not responsible for any losses incurred as a result of rejecting deposits that you have made through the Service which exceed your deposit limits.

**7. Eligible items.**

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC 12 CFR 229 ("Reg. CC"). When the image of the check transmitted to Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

**8. Ineligible Items.**

You agree that you will not use the Service to scan and deposit any checks as shown below:

- a. Checks payable to any person or entity other than you, i.e., third party checks.
- b. Checks containing alteration to any of the fields 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.
- c. Checks payable jointly, unless deposited into an account in the name of all payees.
- d. Checks previously converted to a substitute check, as defined in Regulation CC.
- e. Checks drawn or payable through any foreign bank or a financial institution outside the United States..
- f. Checks that are remotely created checks, as defined in Regulation CC.
- g. Checks not payable in United States currency.
- h. Checks dated more than 6 months prior to the date of deposit (stale dated checks).
- i. Checks that are post-dated.

- j. Checks that are in any way incomplete.
- k. Checks on which the numerical and written amount are different.
- l. Checks that have been previously returned unpaid by the financial institution on which they are drawn.
- m. Checks that are payable to cash.
- n. Cash

**9. Image Quality.**

The image of a check transmitted to Credit Union using the Service must consist of legible images of the front and back of the check. The image that is transmitted must be of such quality that the following information can easily be read by sight review of the image:

- a. The amount of the check;
- b. The payee;
- c. The drawer's signature;
- d. The date of the check,
- e. The check number;
- f. Information identifying the drawer and the paying bank that is preprinted on the check in the MICR line, including the routing transit number, account number, check amount when encoded, serial number and process control field;
- g. Other information placed on the check prior to the time that the image is captured (such as any required identification on the front of the check or any endorsements applied to the back of the check).

**10. Endorsements.**

Endorsements must be made on the back of the check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "For VyStar Credit Union mobile deposit only". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

**11. Receipt of Check Images.**

All images processed for deposit through the 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 to reject any check image transmitted through the Service, at our discretion, without liability to you. We are not responsible for check

images we do not receive or for images that are dropped or become corrupted or illegible during transmission. Receipt of such confirmation does not mean that the transmission was error-free or complete, or that your Authorized Account will not be charged back for the amount of the deposit and any applicable returned deposited item or other fee under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

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

#### **12. Returned Deposits.**

If a check that you deposit using the Service is returned or charged back on your account it will be deducted in full from your account along with any fees that are incurred due to the check's rejection as described in our schedule of fees. We are not responsible for any losses incurred as a result of deposits returned on your account. You shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

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

#### **13. Business Days and Funds Availability.**

The Credit Union's general funds availability practices are outlined in our Funds Availability Policy within our [Membership Booklet](#). For purposes of determining the availability funds deposited via the Service, Mobile Transaction Deposits are classified as "not in-person deposits" as defined in Regulation CC. Mobile Deposit Transactions confirmed as received before 5:00 p.m. Eastern Time on a business day will be credited to your account by the following business day as defined within our Funds Availability Policy. Mobile Deposit Transactions confirmed received after 5:00 p.m. Eastern Time and deposits received on a non- business day will be credited to your account on the second business day following your deposit.

For example, generally, if you make a deposit on Tuesday at 3:00 p.m. Eastern Time, your deposit will be credited by Wednesday. If you make a deposit on Tuesday at 9:00 p.m. Eastern Time, your deposit will be credited on Thursday.

#### **14. Disposal of Transmitted checks.**

After you receive confirmation that we have received an image that you have transmitted,

you agree to retain the check for at least 30 calendar days from the date of the image transmission. After the 30 days, you agree to dispose of your check in a manner which will ensure the check will not be presented again, mark the check as "Electronically Presented" or "VOID" or properly store the check to ensure that it is not presented again for payment.

During the time the retained check is available, you agree to promptly provide it to Credit Union upon request. If you fail to promptly provide the original check or a reasonable copy of the check in response to a request by us, you agree to request a new check for deposit from the check's originator. If you fail to provide any copy of a check and cannot obtain a new check from the originator, you agree that we are authorized to debit your account for the amount of the check in question if we deem this action necessary. You will be solely responsible for any losses incurred as a result of the failure to promptly provide a retained check or replacement check in response to our request.

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**15. Hardware and Software.**

In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software. You will also be required to download and install the Service application to your smart phone device from your wireless service provider. 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. You understand and agree that you are solely responsible for any Internet, cellular, data download other charges that your Internet service provider or wireless service provider may impose for your access to the Internet or download of an application to use the Service.

**16. Your Warranties.**

You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.

- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**17. Compliance with Law.**

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

**18. Mobile Deposit Security.**

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

**19. Your Responsibility.**

You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

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

**20. Accountholder's Indemnification Obligation.**

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

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

**VYSTAR CREDIT UNION AGREEMENTS AND DISCLOSURES  
SHORT-MESSAGE-SERVICE (SMS)/TEXT BANKING TERMS AND  
CONDITIONS**

**SUPPLEMENT TO INTERNET BANKING AND MOBILE BANKING TERMS AND  
CONDITIONS**

**1. Program.**

VyStar Credit Union offers our members mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a wireless phone number for mobile alerts. The wireless phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter through internet or mobile banking. Additionally, customers may select the type of alerts and other preferences



which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. **Message & Data rates may apply.** By enrolling in the program, you consent to be contacted via text message at the wireless telephone number provided by you. You further agree that this may include the use of an automatic dialing system "auto dialer". You represent and agree that you are the wireless subscriber or customary user with respect to the wireless telephone number provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number for which you provide consent to be contacted. Members will be allowed to opt out of this program at any time.

**2. Questions.**

Send a text message with the word **"HELP"** to this number: **897827**. We can answer any questions you have about the program.

**3. To Stop the program.**

To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says **"STOP"** to this number: **897827**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

**VYSTAR CREDIT UNION AGREEMENTS AND DISCLOSURES BILL PAY  
SERVICE TERMS AND CONDITIONS**

All agreements, disclosures, rules and regulations applicable to your account, including other agreements you have with VyStar, now or in the future, remain in effect and are made a part of these Bill Pay Service Terms and Conditions by reference unless specifically modified. The term "Bill Payment Terms" means these Bill Payment Service Terms and Conditions. The bill payment service (for purposes of these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

**1. SERVICE DEFINITIONS**

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

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is as defined is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. For the Service, the Eligible Transaction Account shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"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).

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

## **2. PAYMENT SCHEDULING.**

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service 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.

**3. THE SERVICE GUARANTEE.**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under Section 2 (Payment Scheduling) above.

**4. 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 Site. 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 Eligible Transaction 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 Eligible Transaction 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 attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 (Service Guarantee) above) 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 Eligible Transaction 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 Eligible Transaction 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 Eligible Transaction Account or causes funds from your Eligible Transaction 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 Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

**5. PAYMENT METHODS.**

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account).

**6. PAYMENT CANCELLATION REQUESTS.**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. 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.

**7. 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 in the manner set forth in Section 19 (SERVICE TERMINATION, CANCELLATION, OR SUSPENSION) below. Although the Service will attempt 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.

**8. PROHIBITED PAYMENTS.**

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 19 of any violations of the General Terms or the Agreement generally.

**9. EXCEPTION PAYMENT REQUESTS.**

Exception Payments may be scheduled through the Service, however such Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service Guarantee (as describe in Section 3 (Service Guarantee) above) does not apply to Exception Payments.

**10. BILL DELIVERY AND PRESENTMENT.**

The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Presentation of electronic bills - You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
2. Paper Copies of electronic bills - If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller.

Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.

3. Sharing Information with Billers - You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
4. Information held by the Biller – We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We 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 for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
5. Activation – We will 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. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
6. Authorization to obtain bill data – You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. 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.
7. Notification - We will use attempt to present all of your electronic bills promptly. In addition to notification within the Service, we 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.

8. 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. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. Non-Delivery of electronic bill(s) - You agree to hold us 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.
10. Accuracy and dispute of electronic bill – We are not responsible for the accuracy of your electronic bill(s). We are 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 directly addressed and resolved with the Biller by you.

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

**11. EXCLUSIONS OF WARRANTIES.**

THE SITE AND 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 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. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

- 12. Your Liability for Unauthorized Transfers (Consumer Accounts Only).** Please see our [Membership Booklet](#) for information on your liability for unauthorized transactions.



### **13. Errors and Questions.**

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

1. Send a secure message through Internet Banking.
2. Telephone us at 1-844-596-1027, 8:00 AM to 8:00 PM (ET) Monday through Friday
3. Write us at:

VyStar Credit Union  
Payment Processing  
P.O. Box 182477  
Columbus OH 43218

### **14. 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 in the following situations pursuant to our Privacy Policy, in addition to the circumstances set forth in Section 22 (Information Authorization) below:

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.

### **15. Service Fees and Additional Charges.**

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. 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. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 16 (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in

this Section, and there are insufficient fees in the Billing Account.

**16. Failed or Returned Transactions.**

In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In such case, you agree that:

1. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered and there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
2. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit; and,
3. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

**17. 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.

**18. Address or Credit Union 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 e-mail addresses. Changes can be made either within the Internet Banking application or by contacting Customer Service. Any changes in your Eligible Transaction 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 Eligible Transaction Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account or contact information.

**19. 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:

- a. Send a Secure Message through the Service.
- b. Telephone us at 1-844-596-1027
- c. Write us at:

VyStar Credit Union  
P.O. Box 45085  
Jacksonville, FL 32232-5085

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.

**20. Biller Limitation.**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you, as set forth in Section 8 (Prohibited Payments) or an Exception Payment under this Agreement.

**21. Returned Payments.**

In using the Service, you understand that Billers and/or the United States Postal Service

may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

## **22. Information Authorization.**

Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service

## **23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. Governing Law.**

Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, 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 YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE

PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). 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.

## **Zelle® And Other Payment Services Terms**

### **1. Description of Services.**

- a. We have partnered with the *Zelle* Network® (“*Zelle*”) to enable a convenient way to transfer money between you and others who are enrolled directly with *Zelle* or enrolled with another financial institution that partners with *Zelle* (“Users”) using aliases, such as e-mail addresses or mobile phone numbers (the “*Zelle* Payment Service” as further described below). We will refer to financial institutions that have partnered with *Zelle* as “Network Financial Institutions.” *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term “*Zelle* and Other Payment Terms” means these *Zelle* and Other Payment Services Additional Terms.
- b. In addition to the *Zelle* Payment Service, we provide other payment services under these Terms of Service. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via *Zelle*. Second, outside *Zelle*, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside *Zelle*, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these *Zelle* and Other Payment Terms are referred to as “Other Payment Services” in these *Zelle* and Other Payment Terms. Although future-dated payments and recurring payments are outside *Zelle*, we may ultimately send those transactions via *Zelle* when the applicable date of payment arrives, in which case the applicable payment transaction is part of the *Zelle* Payment Service, not the Other Payment Services. The term “*Zelle* and Other Payment Services” means the *Zelle* Payment Service and the Other Payment Services. "Receiver" is a person or business entity that is sent a Payment Instruction through the *Zelle* and Other Payment Services.
- c. The *Zelle* and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may

be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the *Zelle* mobile handset application ("Zelle Standalone Locations") and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle's* control. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays

- d. The Zelle Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle and Other Payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

## **2. Payment Authorization and Payment Remittance.**

- a. When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. You agree that you will not use the Zelle and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle and Other Payment Services to request money from anyone for any such



payments. The Zelle and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.

- b. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may:
  - (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
  - (ii) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Payments.”If at any time while you are enrolled, you do not send or receive money using the Zelle Payment Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again. When you enroll with *Zelle*, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account. By providing us with names and mobile telephone numbers, email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us

to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you. "Sender" is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Services.

- c. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
  - 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
  - 2. The Zelle and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
  - 3. The payment is refused as described in Section 10 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below;
  - 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
  - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or

interference from an outside force) prevent the proper execution of the Payment Instruction.

- f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

### **3. Consent to Share Personal Information (Including Account Information).**

You consent to our disclosure of your personal information (including bank account information) to *Zelle*, other Network Financial Institutions and other third parties for the purposes permitted in the Zelle Network® Participation Rules in accordance with its customary processes and procedures, as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account, or debit card, as applicable;
- c. To comply with government agency or court orders;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the terms of our Privacy Policy.
- i. You consent to share your personal information for the purpose of providing these services, and for such service providers to retain data after termination or expiration of the terms of service for risk management, regulatory compliance, or audit purposes. In addition, you consent for the service providers to use data in a statistical format for modeling, enhancement, analysis, and improvement of the services.

**Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

**Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us.

**4. Privacy and Information Security.**

We make security and the protection of your information a top priority. You can access our [Privacy Notice](#) for further information.

**5. Consent to Emails and Automated Text Messages.**

By participating as a User, you represent that you are the owner of the e-mail address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such e-mail address, mobile phone number and/or other alias to send or receive money as described in these Zelle and Other Payment Terms. You consent to the receipt of e-mails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, *Zelle* may, or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any e-mail address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.

- c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an e-mail address or mobile phone number, you represent that you have obtained the consent of the recipient of such e-mails or automated text messages to send such e-mails or text messages to the recipient. You understand and agree that any e-mails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- e. To cancel text messaging, reply STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact us at (904) 777-6000 or 1 (800) 445-6289 during Call Center hours. You expressly consent to receipt of a text message to confirm your “STOP” requests.
- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- g. Your phone service provider is not the provider of the *Zelle* and Other Payment Services. Users of the *Zelle* Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

**6. Receiving Payments.**

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution Customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your e-mail address or mobile phone number enrolled with the *Zelle* Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 10 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. By using the *Zelle* Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a *Zelle* Payment Request, if applicable) using the *Zelle* Payment

Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle Payment Service or at a Zelle Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service. "Zelle Payment Request" means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service.

- b. For the Zelle Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Financial Institutions, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. e-mail, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.
- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds

improperly transferred to you.

## 7. Sending Payments.

- a. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in *Zelle*. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in *Zelle*. For the Zelle Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Payment Service. As to the Zelle Payment Service, if the person you sent money to has already enrolled with *Zelle*, either in the Zelle Standalone Locations (defined in Section 1(b) of these Zelle and Other Payment Terms) or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in Section 10 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via *Zelle*. Via the Other Payment Services (defined in Section 1(b) of these Zelle and Other Payment Terms), you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.
- b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in *Zelle*, then the Zelle Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in *Zelle*, then the Zelle Payment Service will contact the Receiver

regarding enrollment in *Zelle* and receipt of payment. If the Receiver has already enrolled in *Zelle*, then the Receiver will receive a message regarding your payment

- c. Via the Other Payment Services (defined in Section 1(b) of these *Zelle* and Other Payment Terms), we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via *Zelle*. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 13 of the Internet Banking and Mobile Banking Terms (Additional Provisions Applicable to Consumer Accounts Only).
- d. In most cases, when you are sending money to another User using the *Zelle* Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either via a *Zelle* Standalone Location or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.
- e. For the Other Payment Services and those *Zelle* Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of



such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in *Zelle*. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

- f. As to Recipients who have not yet enrolled with *Zelle*, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

## 8. **Liability.**

Subject to our obligations under applicable laws and regulations, neither we nor *Zelle* shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the *Zelle* Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF

YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

**9. Failed or Returned Payments.**

In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances, will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed.
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

**10. Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services.**

Zelle Payment Service payments can only be cancelled in the limited circumstances set forth in Section 7(a) (Sending Payments) above. This Section only applies to the Other Payment Services, not Zelle Payment Services. Sender may cancel the initiation of a

Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in *Zelle* will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

**11. Send Limits.**

For security reasons, we do not disclose send limits in this Agreement. You may telephone us at telephone us at (904) 777-6000 or 1 (800) 445-6289 during customer care hours for more information regarding applicable send limits. Our send limits may change at our sole discretion based on periodic risk assessments.

**12. Requesting Payments.**

You may request money from another User through a Zelle Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a Zelle Payment Request or that you will receive the amount that you request. Neither we nor *Zelle* accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and

hold harmless *Zelle*, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes. Zelle Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Zelle Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

### **13. Refused Payments; Returned Payments.**

We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement

In using the Zelle and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in *Zelle*. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle Payment Service

### **14. Transaction Errors.**

Any transaction error(s) will be resolved pursuant to the Billing Errors Section of the Electronic Fund Transfers Agreement and Disclosure incorporated into your Membership

Booklet.

**15. Your Liability for Unauthorized Transfers.**

Refer to Electronic Fund Transfers Agreement and Disclosure incorporated into your Membership Booklet.

**16. Fees.**

Except as indicated elsewhere, we do not charge fees for the Service. We reserve the right to charge fees in the future and without prior notice provided to you unless legally obligated to provide such notice.

**17. Use of Our Online Banking Site and/or Mobile App.**

You agree to access this Site in compliance with all agreements incorporated into your Membership Booklet and Electronic Disclosure & Online Services Agreement, which are available at [www.vystarcu.org/disclosures](http://www.vystarcu.org/disclosures) and incorporated into and made part of this Agreement by this reference.

**18. Cancellation of the Service.**

In the event you wish to cancel the Service, you may telephone us at (904) 777-6000 or 1 (800) 445-6289 during customer care hours; and/or write us at P.O Box 45085, Jacksonville, FL 32232-5085. The date of service cancellation will be the latter of our receipt of your cancellation notice or the requested cancellation date within your notice. Any transfer(s) we have already processed before the requested cancellation date will be completed by us.

**19. Right to Terminate Access.**

We may terminate your access to the Service if you fail to maintain eligibility status as described in the above Section 2 (Payment Authorization and Payment Remittance), or at our sole discretion and without prior notice provided to you unless legally obligated to provide such notice.

**20. Disclaimer of Warranties.**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, WE, OUR SERVICE PROVIDER(S), AND ZELLE MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. WE, OUR SERVICE PROVIDER(S), AND ZELLE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

MERCHANTABILITY , FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE. NEITHER WE, OUR SERVICE PROVIDER(S), NOR *ZELLE* WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

**21. Limitation of Liability.**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, OUR SERVICE PROVIDER(S), OR *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR *ZELLE* HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OF LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, OUR SERVICE PROVIDER(S), OR *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT EXCEED ONE HUNDRED (\$100.00).

**22. Indemnification.**

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential,

exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle Payment Service, or any violation by you of the terms of this Agreement.

**23. Wireless Operator Data.**

You acknowledge that we or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle's* Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**24. Governing Law; Choice of Law; Severability.**

This Agreement shall be governed by the laws of the state of Florida. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of Duval County, Florida. If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction. The headings in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

**25. Intellectual Property.**

Notice that all marks and logos related to the service are property of the client or its licensors.

**26. Miscellaneous.**

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle's* control.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.