

Envision Credit Union Online Banking Disclosure

Introduction:

This Agreement states the terms and conditions that apply when you open qualifying account(s) on the Internet, access account information over the Internet, transfer funds between qualifying Internet-enabled accounts, and conduct other Digital Banking services, as defined below. These terms and conditions are in addition to those set forth in our Membership Agreement and Disclosures provided at account opening. You must also follow all instructions and procedures applicable to the services covered by this Agreement. To the extent any of these services are provided by third-party vendors, you agree to comply with all additional terms and conditions related to those services, as provided to you by the vendors.

As used herein, the terms "we," "us," "our," "Envision Credit Union," and "Credit Union" refer to Envision Credit Union. "You" refers to each person who has applied for or uses the Envision Online Services, or any of them; and "Envision Online Services" means the eMobile (Mobile Banking), Mobile Deposit, Online Bill Pay, and Electronic Transfer Services described in this Agreement.

How to contact Envision Credit Union:

Call us at 850-942-9000 or toll free at 800-824-3894. Fax us at 850-562-7547. Write to us at: PO Box 5198, Tallahassee, FL 32314, ATTN: eCommerce.

SECURITY OF YOUR ACCESS CODE/PASSWORD:

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, password/access code, or username.
- Do not leave your PC or other device unattended while you are logged in to Online Banking.
- Never leave your account information within range of others.
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

Accessing eBranch (Online Banking):

If eBranch is activated for your account(s), your member number will be used to enroll for Online Banking along with a separate Access Code/password which will be assigned. Upon enrollment, you will be asked to create a new username and password that must meet the requirements provided on the screen. You must use your username and Access Code/password to access your accounts. The online address for E-Branch is www.envisioncu.com. You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer.

Online Banking Transactions. At the present time, you or any person who you have authorized to use your E-Branch service, sign-on Password, or any other access code may use E-Branch Online Banking to:

- Transfer funds from your savings, checking, loan, and money market accounts.
- Transfer funds to accounts of other members and persons using the Electronic Transfer Service (Popmoney P2P Service).
- Initiate transfers to and from your accounts at other financial institutions (External Transfer Me2Me service).
- Obtain account balance and transaction history on your savings, checking, money market, certificate, loans and IRA accounts (deposit accounts).
- Access copies of cleared checks, e-Statements and e-Notices.
- Make online Bill Payments from your checking account using the Bill Pay Service.
- Receive bills online through the e-Bill feature of Bill Pay.
- Access and use the personal financial management services and budgeting tools
- Name your account or loan.
- Make loan payments from your savings, checking, and money market accounts.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.

E-Branch Access. E-Branch is accessible seven (7) days a week. To access this service, you will need a personal computer that meets the minimum requirements outlined below in the eBranch (Online Banking) Requirements section and a web browser (such as Google Chrome, Firefox, Safari, etc.). Some outdated

versions of these browsers may not support all services and it is highly recommended to keep your browser up-to-date to increase security and prevent issues. E-Branch may be unavailable during brief maintenance periods. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient actual or available 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. We may refuse to honor any transaction for which you do not have enough actual or available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

Online Banking Service Limitations and Requirements. The following limitations and requirements on Online Banking transactions may apply:

- Transaction Authorization. You authorize us to debit your account for any transactions processed through Online Banking or other Electronic Service, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.
- Transfers. You may make transfers between your accounts as often as you like. You may transfer up to the available balance in your account, or line of credit at the time of the transfer; except as limited under this agreement or the Membership Agreement and Disclosures. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
- Account Information. The account balance and transaction history may be limited to recent account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for ATM deposit transactions and our Funds Availability Policy.
- Secure Messaging. You may use the secure messaging function within Online Banking to send messages to us during business hours. However, the secure messaging function may not be used to initiate a transfer on your account. The Credit Union may not immediately receive messaging communications sent by you; therefore, the Credit Union will not act on transaction requests. Contact the Credit Union immediately regarding any unauthorized transaction or stop payment request; call the credit union at the telephone number set forth above.

eBranch (Online Banking) Requirements:

Minimum and Recommended Requirements. The minimum and recommended hardware requirements to run eBranch are listed below.

Components	Requirements
Computer/ processor	Minimum: 1 GHz CPU Recommended: 2 GHz CPU
Memory (RAM)	<p>Windows XP Versions Minimum: 512 MB Recommended: 1 G</p> <p>Windows Vista Minimum: 1 G Recommended: 2 G</p> <p>Windows 7 Minimum: 3 G Recommended: 4 G</p> <p>MAC Minimum: 500 MB Recommended: 1 GHz processor or higher/1 G RAM or greater</p>
Hard Disk	Minimum 300 MB

Display	<ul style="list-style-type: none"> · Minimum: VGA Monitor resolution of 800X600, configured to display 256 colors. · Recommended: Resolution of 1024X768 or higher (if available) to enhance the visual aspect of Virtuoso Home Banking.
Internet Connectivity	<ul style="list-style-type: none"> · Minimum (For Dial-up Customers ONLY): Modem/Speed: 28.8K bps (28,800 baud/second) or higher; V.34 modem protocol is minimally required; V.90 modem protocol is recommended. · Recommended: High Speed Internet or Broadband Connection.

eMobile (Mobile Banking):

If eMobile is activated for your account(s), you or any person who you have authorized to use your Mobile Banking Service, sign-on Password, or any other access code or method, including biometrics such as Touch ID, may use Mobile Banking to:

- Obtain balance information for your savings, checking, loan, money market, and certificate accounts.
- Transfer funds to accounts of other members and persons using the Electronic Transfer service (Popmoney).
- Make loan payments from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, loan, and money market accounts.
- Determine if an item has cleared.
- Access copies of cleared checks
- Make online Bill Payments from your checking account using the Bill Pay service.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Make bill payments to preauthorized creditors.
- Securely retrieve your account balances and recent transactions by sending a text message from your mobile phone.

Your accounts can be accessed under eMobile via mobile device or other approved access device(s). eMobile will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which 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. We may refuse to honor any transaction for which you do not have enough actual or available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on eMobile transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawals that you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

Mobile Banking Services. Mobile Banking is a personal financial information management service that allows you to access account information and conduct transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, "Wireless Devices"). We reserve the right to modify the scope of Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

Use of Services. Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you do so. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile Banking software required to use the Service. The software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by failure to properly use the Mobile Banking service, the software or your wireless device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Banking service interruptions. We assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking Service.

Access to Accounts. By enrolling in the Mobile Banking service, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

Relationship to Other Agreements. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all of your existing agreements with us or any service providers of yours; including service carrier or providers and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including downloading the Software, receiving or sending Mobile Banking text messages, or other use of your wireless device when using the software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking service. You agree to not misrepresent your identity or account information. You agree to keep your account information up to date and accurate.

Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from this consent. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any software or other mobile phone applications associated with the Mobile Banking service.

User conduct. You agree not to use Mobile Banking, or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Resale. You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your improper use of the Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

Additional Service Limitations. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality, or availability of any wireless device or mobile network which you utilize to access the Mobile Banking service. You agree to exercise caution when utilizing the Mobile Banking application on your wireless device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on the Mobile Banking service reflects the most recent account information available through

Mobile Banking and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

eMobile (Mobile Banking) Requirements:

To utilize the eMobile app, you are required to have an Android or Apple mobile phone, or tablet device updated to the current operating system settings. The mobile app requires a firm and steady connection and may not function properly with low or inconsistent internet speed. The eMobile app can be downloaded by visiting the Google Play Store or Apple iTunes store and searching 'Envision Credit Union'. Please note that if the app does not appear on your Google or Apple store, then your phone is not compatible.

Alerts:

With eBranch Alerts, you can ask us to send you automated messages about your account to either your email address or to your mobile device. Each alert becomes effective after you setup and activate it in the Alerts menu. You can manage the types of alerts you receive, and you can suspend or stop any alert at any time. We reserve the right to change the types of alerts available or terminate alert service at any time without notice to you. Please be aware that alerts are not encrypted, so anyone with access to your e-mail or mobile device will be able to view your alerts and their contents. Depending upon which alerts you select, they may include information such as your account balance, payment due date, or other account-related information.

Alerts are normally processed daily at the end of each business day and are not real-time. Alert information may also be subject to other time lags and/or delays. We do not guarantee the delivery, timeliness nor accuracy of any alert, whether within or outside our control. In requesting alerts, you agree that the alert service is a courtesy to you, and as such the Credit Union will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; any errors in alert contents; or any actions you or anyone else may take or not take in reliance on an alert. Alerts are sent to the email address and/or mobile device number you specify. If you change your email address or mobile device number, you are responsible for informing us of the change.

Mobile Deposit Service:

The Service enables you to use an ENVISION CREDIT UNION Mobile Deposit Banking application and certain hardware (such as a smartphone or other mobile device) approved by us to (i) create electronic images of the front and back of Paper Items, as defined herein. and (ii) transmit those images and other information. You are responsible for the image quality of any Electronic Image (defined below) that you transmit. If an Electronic Image that we receive from you or for deposit to your Account is not of sufficient quality to satisfy our image quality standards as we may establish them from time to time, we may reject the Electronic Image without prior notice to you. Each Electronic Image must include the front and back of the Item and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check. As used herein, "Electronic Image" means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission, we will review each Electronic Image. For each Electronic Image that we determine is eligible for processing, we will:

1. create a substitute check (as defined in the Check Clearing for the 21st Century Act) that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Image relates is drawn, or (b) at or through which the Paper Item is payable (each, the "Paying Bank");
2. include the Electronic Image in an electronic file for presentment directly or indirectly to the Paying Bank; or
3. present or post any Electronic Image for which we are the Paying Bank.

As used herein, Paper Item means an original: check, cashier's check, official check, U.S. Treasury check, or any other payment instrument drawn on a financial institution within the United States and payable in U.S. currency that is payable to you. Paper Items are deemed to be "items" under the Uniform Commercial Code and "checks" under The Expedited Funds Availability Act and Regulation CC.

Qualification. In order to enroll in the Service, you must be designated as an authorized signer or owner of an Envision Credit Union Account (the "Account") that is eligible for this Service, be approved by Envision Credit Union, and must accept this Agreement.

Conditions to Provision of the Service. As conditions to Envision Credit Union's provision of the Service, you shall (a) maintain the Account in good standing and comply with such restrictions on the Service as we may communicate to you from time to time.

Fees. The Service is provided at no charge to you. We may, upon at least 30 days prior notice to you to the extent required by applicable law, charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at Envision Credit Union from which fees for the Service will be debited (your "Billing Account").

Any applicable fees for the Service may be changed by us at our discretion at any time upon at least 30 days prior notice to you to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

Hardware. In order to use the Service, you must use the type of hardware that we designate throughout this disclosure.

Creating and Transmitting Electronic Images to ENVISION CREDIT UNION. You shall use hardware approved (Android & iPhone) by ENVISION CREDIT UNION to create electronic images of checks that you wish to deposit to your Account by means of the Service, and to transmit your Electronic Images to us.

Processing Your Electronic Images. If you transmit your Electronic Image(s) to Envision Credit Union before the cut-off time we separately disclose to you (the "Cut-Off Time") on Monday – Friday, we shall review and process your Electronic Image(s) on that Business Day. If you transmit your Electronic Image(s) to us after the Cut-Off Time on Monday – Friday, we shall review and process your Electronic Image(s) on the next *Business Day (Monday – Friday). Your Electronic Image(s) is deemed to have been received by the Bank when the Service generates a confirmation message. Please see Funds Availability Policy in the Membership and Account Agreement and Disclosures provided at account opening for more information on deposit availability.

Exception Items. Each Business day on which we review and process your Electronic Image(s), we will use commercially reasonable efforts to review each Electronic Image and to reject any Electronic Image that we in our sole discretion determine to be ineligible for the Service (each, an "Exception Item"). "Exception Item" includes, without limitation, an Electronic Image that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Image, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. We will notify you of each Exception Item via text message, email, or phone call at our discretion. If you wish to attempt to deposit any Exception Item to your Account, you shall do so only by depositing the original Paper Item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an Electronic Image as an Exception Item when we review and process the Electronic Image to which the Exception Item relates, the Electronic Image, substitute check, or the purported substitute check create by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to Envision Credit Union as referenced under the Your Warranties to Envision Credit Union section presented below in this disclosure.

Security Procedures. Any individual authorized by you to access the Service (a "User") shall do so by entering a username and a password, or other unique identifier that may be required (collectively referred to herein as "Security Credentials"). From time to time, we may require you to use additional security and authentication procedures, as specified in the TERMS AND CONDITIONS OF SERVICE in the Membership and Account Agreement and Disclosures provided at account opening.

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC IMAGE FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT ENVISION CREDIT UNION PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY ENVISION CREDIT UNION IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

Deposits to the Account. Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Image that is not an Exception Item for deposit to the Account on the Business Day that we process the Electronic Image, provided its transmission to us is prior to the Cut-Off Time and is within the default daily deposit limit given to individuals and businesses. In addition, an Electronic Image will be deemed to have been deposited at the office where the Account is maintained.

Deposit of other items; deposits when Service not available. You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit an image of anything that is not a Paper Item, or if for any reason we are not able to recognize something transmitted as an image of a Paper Item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a Credit Union branch, ATM, or mail. You further agree to use such other channels when the Service may not be available.

Returned Items. You are solely responsible for any Electronic Image for which you have been given provisional credit, and any such Electronic Image that is returned or rejected may be charged to your Account or any other account in your name. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or substitute check. You will be subject to fees as outlined in our Fee Schedule.

Handling of Transmitted Items. You agree not to allow a Paper Item to be deposited or presented for payment more than once to the extent that it could result in the payment of the Paper Item more than once. You will not allow the transmission of an Electronic Image of a Paper Item that has already been presented to us or to any bank by any means. You will not allow transmission of an Electronic Image of a Paper Item that has already been transmitted through the Service. If an Electronic Image of a Paper Item has been transmitted to us or to any other bank, you will not allow the Paper Item to be subsequently presented by any other means. If any Paper Item is presented or deposited more than once, whether by Electronic Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you.

You agree to restrictively endorse any item transmitted through the Service as "For mobile deposit only, Envision Credit Union account # _____" or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

For any Electronic Image which you have transmitted, you shall be responsible for preventing the transmission of another Electronic Image of the Paper Item or presentment of the Paper Item by any other means. You agree to retain the Paper Item for at least 14 calendar days from the date of the Electronic Image transmission, and thereafter to either destroy any Paper Item of which you have transmitted an Electronic Image, or to otherwise render it incapable of transmission or presentment.

Cooperation with Investigations. You agree to cooperate with us in the review or investigation of any transactions, poor quality transmissions or claims, including, without limitation, by providing, upon request and without further cost, any originals or copies of Paper Items in your possession and your records relating to Paper Items and transmissions

Representations and Warranties. You make the following representations and warranties to us:

- a. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
- b. You will use the Service to transmit and deposit Electronic Images of Paper Items only.
- c. You will transmit only Electronic Images of Paper Items acceptable for deposit through the Service and will handle Items as agreed herein.
- d. You are a person authorized to enforce each Paper Item or are authorized to obtain payment of each Paper Item on behalf of a person entitled to enforce a Paper Item.

- e. Paper Items submitted for deposit through use of the Service are valid Paper Items and you will reimburse and indemnify Envision Credit Union for all loss, damage, and expenses, including reasonable attorney's fees, incurred in defending any allegation that such Paper Items are invalid or fraudulent.
- f. Paper Items have not been altered.
- g. Each Paper Item bears all required and authorized endorsements.
- h. Each Paper Item has been endorsed as "For mobile deposit only, Envision Credit Union account # _____".
- i. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code.
- j. All Electronic Images accurately and legibly represent all of the information on the front and back of the Paper Item.
- k. You will not use the Service to transmit or deposit any Paper Item, (i) payable to any person or entity other than you, (ii) drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, (vi) that is not payable in United States currency, (viii) that is dated more than 6 months prior to the date of deposit, or (ix) that is created by you purportedly on behalf of the maker, such as a remotely created check.
- l. No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
- m. You will use the Service in the manner required by this Agreement
- n. Your understanding that acceptance of the vendor's End User License Agreement is required for use of the Service.
- o. You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.
- p. All information you provide to us is accurate and true.

You shall be deemed to have repeated each of the foregoing representations and warranties each time you transmit an Image through use of the Service.

Errors. You agree to notify ENVISION CREDIT UNION of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable ENVISION CREDIT UNION account statement is sent. Unless you notify ENVISION CREDIT UNION within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against ENVISION CREDIT UNION for such alleged error.

Termination. We may terminate or suspend the Service, or your use of the Service, immediately and at any time with or without notice to you. You may terminate your use of the Service at any time by giving notice to us. Your notice will not be effective until we receive your notice of termination and we have had a reasonable time within which to act upon it. Notwithstanding termination, any Electronic Image transmitted through the Service shall be subject to this Agreement. You agree that, in addition to any other rights we may have with respect to your Accounts, we may hold and use funds in any Account following termination of the Service for such time as we reasonably determine that any Electronic Image or Paper Item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which we may be responsible.

Right to Audit. We may periodically audit and verify your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by Envision Credit Union in the course of such audit.

Intellectual Property. This Agreement does not transfer to you any ownership or proprietary rights in the Service, the Mobile Device or any associated software or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service, Mobile Device and any associated software.

Neither you nor any user you authorize will (a) sell, lease, distribute, license or sublicense the Service; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any part of it in any way for any reason; (c) provide, disclose, divulge or make available to or permit use of the Service by any third party; (d) copy or reproduce all or any part of the Service; or (e) interfere, or attempt to interfere, with the Service in any way

Online Bill Pay Services:

When you apply for online bill pay service ("Online Bill Pay") you designate your checking account as the account from which payments that you authorize will be deducted. Each separate payee may be set up to deduct a payment from any checking account on which you are an owner. You will be given the ability to set up merchants, institutions, or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We reserve the right to not allow the designation of a merchant or institution.

Online Bill Pay Transactions. You or any person whom you have authorized to use your Online Bill Pay Service, Online Banking Service, sign-on password, or any other access code can perform the following transactions:

- Set up and pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount "on demand", from your designated checking account.
- Obtain information (payee information, payment status information, etc.) about your Online Bill Pay account status.
- There is no limit to the number of Bill Pay payments per day
- The maximum amount of Bill Pay payments each day is \$9,999.99, if there are enough funds in your account.

Processing Bill Pay Transactions. You authorize us to process bill payments from your designated account(s). You may use the Online Bill Pay service to initiate the following payment transactions:

- "Future" payments are payments that you initiate in advance by setting the payment amount and due date. The payment can be canceled or changed through Online Bill Pay up until 10:00 p.m. (Eastern Time) the night before the Scheduled Debit Date.
- "Recurring" payments are payments that are recurring on a fixed due date and fixed amount. You have an option in the Online Bill Pay system to set automatic payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through Online Bill Pay up until 10:00 p.m. (Eastern Time) the night before the scheduled debit date.

Authorized Payments. When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your designated checking account. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account (including courtesy pay, as applicable) you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

Processing Payments. The Credit Union will initiate your bill payment transfer within one (1) business day of the date you schedule for payment. You will receive a confirmation number at the time of each transaction. You must have enough funds available to cover your payment on the scheduled payment date. If your payment is sent electronically, your account is debited on the scheduled payment date. If the payee does not accept electronic payments, we will issue a check several days prior to the payment date to ensure delivery via mail. For bills paid by check, funds must be available at the time check is presented for payment. Please be aware, the payee may negotiate the check prior to your selected payment date if the payee receives the check early. The dollar limit on any payment is your available balance up to \$9,999.99. Bill payments are delivered to the payee either electronically, which may take up to five business days from the scheduled payment date, or by check to those payees not set up to accept electronic payments, which may take up to ten business days from the scheduled

payment date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) business days before a bill is due. If you do not allow enough time, you assume full responsibility for any late payments, fees, or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

Canceling or Changing Bill Payments. You may cancel or stop payment on future and recurring bill payments under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount). For a bill payment that you have already scheduled for transmission through the Online Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation request must be entered and transmitted through the Bill Pay service before the 10:00 p.m. (Eastern Time) deadline the night before the date you have scheduled for a payment. If your request is not timely entered, you will be responsible for the payment. If you wish to place an oral stop payment on a recurring bill payment transaction, not using the Online Bill Pay service, the Credit Union must receive your oral stop payment request at least (3) business days before the Scheduled Payment Date. You may also use secure chat or email to request a stop payment or electronic return credit if applicable.

Failed or Returned Transactions. In using the Online Bill Pay Service, you are requesting the Online Bill Pay Service to make payments for you from your Bill Payment Account. You understand Billers and/or the United States Postal Service may return payments to us 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. We will use reasonable efforts to research and correct the returned payment and return it to your Biller or void the payment and credit your Payment Account. If we are unable to complete the transaction for any reason (including, without limitation, insufficient funds in your Bill Payment Account), the transaction will not be completed. In such case, you agree to reimburse us for any fees imposed by the payee or a financial institution as a result of the return. In some instances, you will receive a return notice from us.

Exclusions of Warranties

THE ONLINE BILL PAY 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.

Electronic Transfer Services:

Our Electronic Transfer Service consists of the Person-to-Person Payments Service (Popmoney) and the Institution-to-Institution Transfer Service (Online External Transfer Me-to-Me). By enrolling in the Electronic Transfer Service, you agree to the following service terms and conditions. By using compatible and supported devices, the service allows you to electronically transfer funds from your account with us to your account at another financial institution, or from your account with us to other individuals' accounts at the Credit Union or other financial institutions. The service is only available for accounts at U.S. financial institutions and funds are transferred in U.S. dollars. We reserve the right to modify the scope of electronic transfer services at any time. We reserve the right to refuse to make any transaction you request through the service. You agree and understand the service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

Definitions.

- "ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
- "Transaction Account" is a transaction account (checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information) from which your payments as a sender will be debited, any service fees will be automatically debited, or to which payments and credit you will be credited.
- "Transfer Instruction" is the information provided by the sender to the service for a transfer or payment to be made to a receiver (name, mobile telephone number, email address, and financial institution account and routing information, etc.).
- "Receiver" is a person or business entity that is sent a payment transaction through the service.
- "Sender" is a person or business entity that sends a payment transaction through the service.

Person-to-Person Payments Service (Popmoney). The person-to-person service enables you to use the Credit

Union online banking service: (1) to initiate a payment transaction from a transaction account to an account at a U.S. financial institution; and/or (2) to receive a payment transaction from another person into a checking account, in U.S. dollars. Although the ACH Network is often used to execute person-to-person service payment transactions, other payment networks may be used to facilitate the execution and transmission of payment transactions. You authorize us to select any means to execute your funds transfer instructions. All payment transactions must be made through the Credit Union online or mobile banking services and are subject to the terms of this agreement.

Initiation of Payment Transactions. You may initiate (a) a one-time payment transaction to a receiver for which processing shall be initiated immediately, a one-time payment transaction to a receiver for which processing shall be initiated at a later specified date up to one (1) year, and/or a recurring series of payment transactions to a receiver for which processing shall be initiated on the specified dates. Payment transactions initiated to receivers are processed in two ways. You can provide all the required information about the receiver, including his/her transaction account, necessary to complete an ACH Network transfer of funds. Alternatively, you can provide contact information about the receiver (including an email address or mobile telephone number) and the person-to-person service may contact the receiver and request that the receiver provide information so that we may validate the identity of the receiver at the person-to-person website, and then provide transaction account information in order to complete the payment transaction.

You understand and agree that when you initiate a payment transaction from a transaction account using the person-to-person service, the processing of the payment transaction will begin, and the debiting of your transaction account will occur as early as the day of such initiation. However, the payment funds will be transferred into the receiver's transaction account no earlier than the next business day after you initiated on a specified date or a recurring series of payment transaction to be initiated on specified dates, then the processing of the payment transaction will begin on the specified date and the debiting of your transaction account will occur as early as the specified date(s).

Payment Authorization and Payment Remittance. By providing us with names and telephone numbers, email addresses, and/or account information of receivers to whom you wish to direct payments, you authorize us to follow the transfer Instructions that we receive through the person-to-person service. When we receive a transfer Instruction from you, you authorize us to debit your transaction account and remit funds on your behalf. You also authorize us to credit your 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) or cancelled and returned to you because the processing of the payment transaction could not be completed. It is the responsibility of the sender and the receiver to ensure the accuracy of any information or transfer Instructions (including but not limited to the transfer instructions and name, telephone number and/or email address that the sender enters for the receiver to whom you are sending the payment transaction), and for informing us as soon as possible if they become aware that this information is inaccurate.

Receiving Payments. If another person wants to send you a payment transaction using the person-to-person service to a checking account you hold with us, he or she can do that from a transaction account at a financial institution that participates in the person-to-person service or at the person-to-person website. You understand and agree that there may be a delay between the time you are notified of the pending payment transaction and the deposit of the payment funds into your checking account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your transaction account.

Payment Methods and Amounts. We impose limits on the amount of funds you can send or receive. These limits may be adjusted from time-to-time at our sole discretion. You may log in to the site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you if your checking account is closed or otherwise unavailable to us. These payment methods may include but may not be limited to, an electronic or paper check payment.

Receipts and Transaction History. You may view your transaction history by logging into the online banking service and viewing your transaction history.

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

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

- Payments to or from persons or entities located in prohibited territories;
- Payments that violate any law
- Payments or donations to an unauthorized charity or non-profit organization

- Payments that violate any terms in this agreement; and
- Payments related to tax or court ordered obligations, gambling, any unlawful activity, or any objectionable purpose as we reasonably determine.

In no event shall we be obligated to research or resolve or be liable for any claims or damages resulting from your scheduling of prohibited payments.

Institution-To-Institution Transfer Service (Online External Transfer Me-to-Me). The institution-to-institution service enables you to transfer funds: between your accounts that you maintain with us; and between your account(s) that you maintain with us and your account(s) that are maintained by other financial institutions.

Transfer Authorization and Processing. If you use the institution-to-institution transfer service, you represent and warrant that you are the owner of the transaction account and the recipient account and that you have all necessary legal right, power and authority to transfer funds from the transaction account to the recipient account. Further, you represent and warrant that the recipient account is in the United States. When we receive a transfer Instruction from you, you authorize us to debit your transaction account and remit funds on your behalf to the recipient account designated by you and to debit one of your accounts. You also authorize us to reverse a transfer from your recipient account if the debit is returned from the transaction account for any reason, including but not limited to nonsufficient funds.

Transfer Methods and Amounts. We may at our sole discretion, impose limits on the amount of money you can transfer through our institution-to-institution service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you if the recipient account is closed or otherwise unavailable to us.

Transfer Cancellation Requests and Refused Transfers. You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your transaction account. If this is unsuccessful (for example, the transaction account has been closed) we will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

Stop Payment Requests. If you as a sender desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present an authorized written request within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the Fee Schedule.

Failed or Returned Transfers. In using the institution-to-institution service, you are requesting us to make transfers for you from your transaction account. If we are unable to complete the transfer for any reason associated with your transaction account (for example, there are insufficient funds in your transaction account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) You may be assessed a non-sufficient funds fee by us if the transfer is returned because you have insufficient funds in your transaction account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be set forth in the Fee Schedule. You hereby authorize us to deduct these amounts from your designated transaction account by ACH debit; (c) You will reimburse us for any fees or costs we or they incur in attempting to collect the amount of the return from you; and, (d) We are authorized to report the facts concerning the return to any credit reporting agency.

Refused Transfers. We reserve the right to refuse any transfer to a recipient account. We will notify you promptly if we decide to refuse to transfer funds to a recipient account. This notification is not required if you attempt to make a prohibited transfer under this agreement.

Returned Transfers. In using the institution-to-institution service, you understand transfers may be returned for various reasons such as, but not limited to, recipient account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended recipient account or void the transfer and credit your transaction account. You may receive notification from us.

Accounts

You understand that in order to complete fund transfers, it is necessary for Credit Union and our service provider to access the websites and databases of your bank and other institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Electronic

Transfer Service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit us and our service provider to use information submitted by you to accomplish these purposes and to configure the Electronic Transfer Service to be compatible with the Accounts.

For as long as you are using the Electronic Transfer Service, you give to us and our service provider a limited power of attorney and appoint us and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as you might or could in person. Once Credit Union and/or our service provider has actual knowledge that you wish to cease using the Electronic Transfer Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by Credit Union and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each Account provider is independent of Credit Union and your use of the Electronic Transfer Service. Credit Union will not be responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN CREDIT UNION AND OUR SERVICE PROVIDER IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, CREDIT UNION AND OUR SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that Credit Union, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE CREDIT UNIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for Electronic Transfer Service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

Transfers Subject to the Rules of the Accounts

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to effect any funds transfers from or to an Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other

remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

No Unlawful or Prohibited Use

As a condition of using the Electronic Transfer Service, you warrant to us that you will not use the Electronic Transfer Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Electronic Transfer Service in any manner that could damage, disable, overburden, or impair the Electronic Transfer Service or interfere with any other party's use and enjoyment of the Electronic Transfer Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Electronic Transfer Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Security Procedures

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such Account.

Deviating from Security Procedures

You agree to allow us to authorize any financial institution at which you have an Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition you agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

Account Number Policy

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

Our Liability

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account or Recipient's account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account or intended recipient's account. We are not responsible or liable if your or the Recipient's financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, we shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of Credit Union hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Electronic Transfer Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a funds transfer or if the Credit Union website was not working properly and you knew about the breakdown when you started the funds transfer.

Fees:

There is currently no fee for accessing your account(s) through our eBranch or eMobile service, however, all fees designated in our Fee Schedule will apply for all eBranch or eMobile transactions. We reserve the right to impose

and /or change the fee amount, if necessary, after providing 30 days' notice to all users on the eBranch login page and/or by email to the users' e-mail address. Your Internet service provider (ISP) probably charges you a fee to access the Internet via its server. We have no control over ISP related fees.

Business Day:

Our business days are Monday through Friday. Holidays are not included.

eBranch Security:

eBranch is designed to operate using world wide web technologies and protocols which are adaptable to a wide range of systems. The eBranch section uses SSL encryption and requires a browser with a current security certificate. Some older browsers may not be able to connect to the site without first updating the browser security certificate. Our server uses 40 to 128-bit encryption, depending on the user's browser. We use cookies to help us administer the eBranch section. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie upon entering the site, you will not be able to log in. The cookie we set contains information we need for security and allows us to 'time out' your authority to view information. We place the cookie with instructions that it can only be sent to a server in our eBranch domain, pcu.envisioncu.com. A cookie cannot be used to extract data from your PC. We do not store your access code, user Id or password in your cookie. The cookie we set will 'time out' your access authority to use our eBranch section.

Privacy:

The eBranch database is a private system operated for the exclusive use of our members. We use SSL encryption and digital server authentication to ensure the privacy of your information when sending data between our eBranch server and your PC. All eBranch logins are logged by the server. For authenticated members who use eBranch, we collect and store certain information such as how often you visit the eBranch section, dates and times of visits and which pages are being used. We use this information for internal review and product evaluation only. We never sell, transfer or trade this information unless we are compelled by law to do so. We may gather and store additional information available to us on failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies and law enforcement officials as we determine necessary or as we are required by law.

No Waiver:

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part 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.

Your Liability for Unauthorized Transfers through eMobile (Mobile Banking), Online Bill Pay Services, and Electronic Transfer Services:

Tell us AT ONCE if you believe your password or other means to access your account has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account through our eMobile (Mobile Banking), Online Bill Pay, or Electronic Transfer Services without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account through such Services, or any of them, if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred through our eMobile (Mobile Banking), Online Bill Pay, or Electronic Transfer Services without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

The foregoing paragraph applies only to our eMobile (Mobile Banking), Online Bill Pay, or Electronic Transfer Services.

Questions or Error Correction on eMobile (Mobile Banking), Online Bill Pay, and Electronic Transfer Service Transactions; Our Liability

In case of errors or questions about funds transfers through our eMobile (Mobile Banking), Online Bill Pay, and Electronic Transfer Services,

1. Telephone us at 850-942-9000 or 800-824-3894 during member service hours;
2. Contact us by fax at 850-562-7547; and/or,
3. Write us at:

Envision Credit Union
PO Box 5198
Tallahassee, FL 32314

as soon as you can, if you think your statement is incorrect or you need more information about an eMobile (Mobile Banking), Online Bill Pay, or Electronic Transfer Service transaction listed on the statement. We must hear from you no later than sixty (60) days after the FIRST statement was sent or provided to you on which the problem or error appears. You must:

1. Tell us your name and account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Payment Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

If we do not complete a transfer to or from your Envision Credit Union account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, member number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Envision Online Services.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

The foregoing paragraphs apply only to our eMobile (Mobile Banking), Online Bill Pay, and Electronic Transfer Services.

We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or the eBranch or eMobile, nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

Indemnification and Limitations on Liability.

In addition to the indemnifications and limitations on liability contained in the Membership and Account Agreement, you hereby indemnify and hold harmless Credit Union and each of its directors, officers, employees, agents, successors, and assigns ("Indemnitees") from and against all liability, loss, and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of (a) your use of the Envision Online Services, or any of them, (b) any failure by you to comply with the terms of this Agreement or breach by you of any representation or warranty contained herein, (c) any failure by you to comply with applicable laws and regulations, (d) any acts or omissions of you or any third party, (e) any Electronic Image, Paper Item or substitute, (f) our reliance on the information, instruction, license and/or authorization provided to you under this Agreement, (g) your infringement, or infringement by any user of your Credit Union account(s), of any intellectual property or right of any person or entity. This paragraph shall survive the termination of this Agreement for any reason.

Disclaimer of Representations and Warranties

YOU UNDERSTAND AND AGREE THAT EACH OF THE ENVISION ONLINE SERVICES IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. YOU AGREE YOUR USE OF THE ENVISION ONLINE SERVICES, AND EACH OF THEM, IS AT YOUR SOLE RISK AND DISCRETION. YOU UNDERSTAND AND EXPRESSLY AGREE FURTHER THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY OF THE ENVISION ONLINE SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ENVISION ONLINE SERVICES, OR ANY OF THEM, THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR RESULTS OBTAINED THROUGH THE ENVISION ONLINE SERVICES, OR ANY OF THEM, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM ANY OF YOUR ACCOUNTS AT OTHER FINANCIAL INSTITUTIONS OR THAT THE ENVISION ONLINE SERVICES, OR ANY OF THEM, WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE ENVISION ONLINE SERVICES, OR ANY OF THEM, IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM, OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE ENVISION ONLINE SERVICES, OR ANY OF THEM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR THIRD PARTY SERVICE PROVIDER WILL CREATE ANY WARRANTY NOT STATED IN THIS AGREEMENT.

Limitations on Liability

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE ENVISION ONLINE SERVICES, OR ANY OF THEM, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE ENVISION ONLINE SERVICES,

OR ANY OF THEM, INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE ENVISION ONLINE SERVICES, OR ANY OF THEM, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM YOUR ACCOUNTS AT ANY OTHER FINANCIAL INSTITUTION, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE ENVISION ONLINE SERVICES, OR ANY OF THEM, OR ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ENVISION CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, YOU AGREE FURTHER THE CREDIT UNION SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE ENVISION ONLINE SERVICE UPON WHICH YOUR CLAIM IS BASED DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Amendment

We reserve the right to amend or modify this Agreement at any time in our sole discretion, with or without notice to you. You may reject any such amendments of modifications by discontinuing use of the Envision Online Services or the affected Envision Online Service.

Termination of Agreement; Suspension or Termination of Services

We may terminate this Agreement or suspend or terminate your access to Envision Online Services, or any of them, at any time, in our sole discretion, with or without notice to you and for any reason. To request reinstatement in the event of suspension or termination of the Envision Online Services, or any of them, call Envision Credit Union Member Services at 850-942-9000 or 800-824-3894.

Continuing Rights

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

Force Majeure

We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. Also, we may cause any or all of the ENVISION Online Services to be temporarily unavailable to you, with or without prior notice, for site maintenance, security or other reasons.

Headings; Severability

The headings of sections and paragraphs hereof are for convenience only and shall not limit or affect the meaning or construction of any of the provisions of this Agreement. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remaining provisions will continue in full force and effect.

Governing Law

This Agreement will be governed by and interpreted in accordance with Federal laws and regulations, and to the extent there is no applicable Federal law or regulation pre-empting state law, by the laws of the State of Florida, excluding its choice of law rules. In the event legal action is necessary to enforce this Agreement, the prevailing party has the right to payment by the other party of reasonable attorney's fees and costs, including any appeal and post-judgment actions, as applicable. Except as prohibited by applicable law, you and Credit Union agree that such legal action shall be filed and heard in Leon County, Florida. Any disputes regarding this Agreement shall be within the jurisdiction of the courts of Leon County, Florida. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

eStatements:

All transactions generated by you through our eBranch or eMobile service and any eBranch or eMobile fees will appear on your monthly or quarterly statement. If you opt-in to receive your statement electronically, you will be presented with the minimum system requirements to access eStatements. If you do not meet the requirements or cannot access your eStatement, it is your responsibility to reach out to us using the contact information above to request a physical copy.

Electronic Records Consent Agreement:

Agreement: You specifically consent and agree that we may, in our sole discretion, provide all disclosures, agreements, contracts, periodic statements, receipts, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). You understand that electronic records may include information about you and your account, including, but not limited to, your name, address, account numbers, check numbers and balance information. **We may provide you any or all electronic records at the e-mail address you provided to us at account opening or through eBranch or we may post any or all electronic records at our home banking site ("eBranch") on our website, [www.envisioncu.com]. If we post electronic records on our website, we will send a notice to you either at the e-mail provided to us or within eBranch alerting you of the posting of such records. If we send a notice to you within eBranch, you will not receive a separate e-mail outside eBranch alerting you of the posting of such records; you must log in to eBranch from time to time to receive such notices. You agree that you will log in to eBranch at least once every 30 days to ensure you receive such notices.** If we post electronic records on eBranch, the electronic records will remain available for at least ninety (90) days.

We reserve the right to send any or all records to you in paper form to your current postal mailing address in our file. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. You may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records, please contact us. A fee to cancel this service or to request paper copies of these electronic records may be imposed as set forth in your Fee Schedule.

EXCLUSION OF WARRANTIES. CREDIT UNION IS PROVIDING ELECTRONIC RECORDS "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. CREDIT UNION DOES NOT WARRANT THAT ELECTRONIC RECORDS ARE ERROR-FREE, OR THAT ACCESS TO AND USE OF ELECTRONIC RECORDS WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATION OF LIABILITY. EXCEPT AS REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL CREDIT UNION BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF ELECTRONIC RECORDS, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF CREDIT UNION HAS BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON CREDIT UNION, CREDIT UNION'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR ELECTRONIC RECORDS. THE FOREGOING SHALL CONSTITUTE CREDIT UNION'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER.

You may not assign this agreement to any other party. Credit Union may assign this agreement in its sole discretion without your consent. Credit Union may also, in its sole discretion and without your consent, assign or delegate certain of its rights and responsibilities under this agreement to independent contractors or other third parties.

This disclosure and this agreement are governed and shall be construed in accordance with the laws of the State of Florida, excluding its choice of law rules. In the event legal action is necessary to enforce this disclosure or this agreement, the prevailing party has the right to payment by the other party of reasonable attorney's fees and costs, including any appeal and post-judgment actions, as applicable. Except as prohibited by applicable law, you and the Credit Union agree that such legal action shall be filed and heard in Leon County, Florida. Any disputes regarding this disclosure or this agreement shall be within the jurisdiction of the courts of Leon County, Florida. Failure or delay in enforcing any right or provision of this disclosure or this agreement shall not be deemed a waiver of such provision or

right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this disclosure or this agreement shall be held to be unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this disclosure and this agreement will remain in full force and effect.

Equipment and Software Requirements:

To receive electronic records, you need a computer with internet access. Your browser must support 128-bit encryption. By requesting any electronic funds transfers, internet banking, other electronic records, services or transactions, by submitting any application or agreement to us electronically or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic records we provide to you

"E-mail" Communication:

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) or our failure to respond to any e-mail or other electronic communication from you or which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication. If we choose to respond to an e-mail communication, we may respond to an e-mail communication provided by you to either the address provided with the communication or the e-mail address set forth below. Any e-mail returned to us as undelivered may be re-sent to you at any other e-mail address that we have in your file, unless you have previously informed us through electronic or written notice that an e-mail address is no longer valid. Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction. As stated above, we may refuse to accept any e-mail communications from you as determine by us in our sole discretion without notice to you.

Electronic Signature: By selecting the "I Agree" button during the self- enrollment process, you consent and agree that your account number and authorized eBranch access code/PIN which were used to access this page constitute your signature, acceptance and agreement to the terms and conditions provided on in this page, as if actually signed by you in writing. Further, you agree that no certification authority or other third-party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third-party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.