



This Digital Services Agreement covers your and our rights and responsibilities concerning your Online and Mobile services, including but not limited to: Banking, Online Bill Pay, Bill Presentment, Mobile Deposit Capture (“Gesa Mobile Deposit”), ACH/Wire Transfer Services, Account Aggregation Services, Person to Person Transfer Services, and eStatement Services (collectively “Digital Services”) offered to you by Gesa Credit Union. By enrolling into Digital service or using any Digital service, you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments. Electronic funds transfers (“EFTs”) are electronically initiated transfers of money through any channel involving your accounts at the Credit Union, excluding Mobile Deposit transactions. If the account accessed by the EFT service is held by a business member or the services used for business purposes it is considered a business account in this Agreement. In this Agreement, the words “you” and “yours” mean the account holder and any authorized users. The words “we,” “us,” and “our” mean the Gesa Credit Union (“Credit Union”).

1. ONLINE & MOBILE BANKING SERVICES

a. Service Access. Your computer or mobile device is used to access your accounts. You must use your account number along with your social security number, and other personal information to access the service. You will then need your username and password to access your accounts. The Online Banking service is generally accessible twenty-four (24) hours a day, seven (7)- days a week. However, availability of the services may be suspended for brief periods of time for purposes of system maintenance. You will need a computer or mobile device and a web browser. The link to the Credit Union’s Online Banking service can be found at www.gesa.com. You are responsible for the installation, maintenance, and operation of your computer, mobile device and internet connection. The Credit Union will not be responsible for any errors or failures involving any internet connection or your computer or mobile device.

b. Transactions. At the present time, you may use the Online and Mobile Banking services to:

- Transfer funds between your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts to a loan account.
- Transfer funds from a line of credit account to your savings, checking, or money market account.
- Transfer funds to another Gesa member’s account.
- Review account balance, transaction history, and tax information for any of your deposit accounts.
- Review information on certain types of loans including payment amounts, due dates, interest charges, and balance and payoff information.
- Make bill payments from your checking accounts using the Bill Pay service and external transfers to a third-party.
- View and download disclosures, account statements, tax documents, and other statements.
- Communicate with the Credit Union using secure messaging.
- Place stop payments.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a loan or line of credit account will be subject to your Loan Agreement and Disclosures as applicable.

c. Service Limitations.

Transfers. You may make funds transfers to your other accounts as often as you like. However, you are limited to a total of six electronic transfers from your savings or money market accounts in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this agreement or your deposit or loan agreements. 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 the Credit Union to increase its required reserve on the account.

Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit, Mobile Deposits and the Credit Union’s funds availability policy.

Use of Mobile Banking Services. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the instructions provided. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Mobile Banking software application. In the event we change or upgrade Mobile Banking, you are responsible for making sure you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device.

Relationship to Other Agreements. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider. 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 without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery 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 Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking 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.

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 Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Address, Email, or Payment Account Changes. We will also send you emails and/or secure messages through Online Services regarding important Online Services and bill payment matters and/or changes to this Agreement. You must provide us your current email address in order for us to deliver this information to you. It is solely your responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made either within online banking or by contacting us. Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above. We are not responsible for any bill payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

User Conduct. You agree not to use Digital Services or the content or information delivered through Online and 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 application; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Online and 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 Online and Mobile Banking; (i) interfere with or disrupt the use of Online and Mobile Banking by any other user; or (j) use Online and Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.



2. BILL PAY SERVICES

a. Service Access - You may access the Bill Pay service through the Online and Mobile Banking services set forth above. The Bill Pay service allows you to pay bills from a designated account to payees that you designate subject to the requirements set forth below. When you use the Bill Pay service, you must designate your Gesa Credit Union checking account as the account from which authorized payments will be deducted. You will be given the ability to set up merchants, institutions, or individuals you would like to pay. The Credit Union reserves the right to not allow the designation of a particular merchant or institution. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Credit Union.

You or any authorized account signers may use your Bill Pay service, Online Banking or Mobile Banking service to perform the following transactions:

- Pay any designated merchant, institution, or individual in accordance with this agreement a one-time payment or a fixed recurring payment of a set amount from your designated Credit Union checking account.
- Obtain information (payee information, payment status information, etc.) about your Bill Pay account status.

b. Authorized Payments - When you transmit a bill payment instruction to the Credit Union, you authorize the Credit Union 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 it knows the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, the Credit Union may refuse to make the payment, make the payment, and transfer funds from any overdraft protection account you have established, or make the payment and thereby overdraw the payment account. In any event that you have insufficient funds in your payment account to make the bill payment request, you are responsible for any nonsufficient funds ("NSF") or overdraft charges the Credit Union may impose. You are also responsible for any NSF charges, finance charges, and/or late fees imposed by the bill payment provider and/or the merchant(s) you intended to pay with your bill payment account. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

c. Processing Payments - The amount of your requested bill payments will be deducted from your account on the scheduled debit date and will be posted within two (2) business days of the date the payment is transmitted to the payee. You will receive a confirmation number at the time of each transaction. Therefore, you must have sufficient funds available to cover your payment on the scheduled initiation date. There is a dollar limit of \$10,000 (or your available balance) on any payment.

Bill payments are delivered to the payee either electronically, which may take up to five (5) business days from the scheduled debit date, or by check (to those payees not set up to accept electronic payments, including individuals), which may take up to seven (7) to ten (10) 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 sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

d. Payment Methods - The earliest possible Payment Send Date for each Biller will be shown when you are scheduling the bill payment. You may designate a later Payment Send Date. Bill payments will be processed on all Business Days that both the Federal Reserve Bank and the US Postal System are operating and open for business. Our Bill Payment Service Provider reserves the right to select the Payment Method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to an electronic payment or a check payment.

For electronic payments, funds must be in the account on the day that the transaction is attempted. Checks are drawn on your Payment Account so funds must be in the account on the day that the check is presented to us for payment. Neither we nor our Service Provider can control when your Payment Account will be debited for bill payments made by check.

e. Prohibited Payees - We will not process payments on your behalf to payees meeting any of the following criteria:

- designated by the Office of Foreign Asset Control as being a prohibited payee
- having an address outside of the United States (except for Army Post Office - APO)

If a payment to a prohibited payee is inadvertently processed, we reserve the right to not process a payment to that payee in the future.

f. Special Payments to Government Entities - Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall Gesa Credit Union or its Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments. We will not be liable for any late payment related charges when these types of payments are scheduled and/or processed by the service. Research of these payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, mis-posted or misdirected exception payments will be your sole responsibility.

g. Payment Cancellation or Stop Payment Requests - You may cancel or edit a Scheduled Payment up until the time that payment processing begins. There is no charge for canceling or editing a Scheduled Payment. However, once the service has begun processing a payment, it cannot be cancelled or edited and a stop payment request must be submitted. We must have a reasonable opportunity to act upon any stop payment request made after payment processing has begun. The ability to process a stop payment on a bill payment request that is already in process will depend on the payment method and whether or not the payment has cleared. If you need to place a stop payment request on any bill payment that has already been processed, you must contact us immediately. We will make every effort to accommodate your request, but we will have no liability for failing to do so unless the request is subject to the provisions contained in your Member Account Agreement, applicable disclosures, or applicable law as it pertains to pre-authorized EFTs. We may also require you to present your stop payment request in writing within fourteen (14) days from the date the request is made. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

3. Bill Delivery and Presentment

This feature is for the presentment of electronic bills only, and it is solely your responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

a. Information Provided to the Biller - We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by you; contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill. Our Service Provider may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about service and/or bill information.

b. Activation - Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your

statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

c. Notification - Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within this service, our Service Provider may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to Online Services and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

d. Cancellation of Electronic Bill Notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

e. Non-Delivery of Electronic Bill(s) - You agree to hold harmless, Gesa Credit Union and its Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

f. Accuracy and Dispute of Electronic Bill - Neither Gesa Credit Union, nor its Service Providers are responsible for the accuracy of your electronic bill(s). Gesa Credit Union and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

4. ACH Items/External Transfers and Wires

a. Changing an External Transfer - You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us; however, you can edit or change a transfer that is still "pending." If you need to edit a pending or approved transaction after-cut-off time, please contact us immediately; although in these situations, we may not have sufficient time to stop the transfer from further processing.

b. Liabilities - Instructions provided to Gesa and others regarding ACH, wires and transfers: For any such transaction in which the Beneficiary, Beneficiary Institution, or any Intermediary Institution is identified both by name and account number, payment by Gesa or any Receiving Institution may be made to the Beneficiary Institution or any Intermediary Institution. Under such circumstances, the ACH, wire or other funds transfer will be deemed duly processed and paid, and you will be responsible for paying Gesa for the amount of any fees established by Gesa in its fee schedule. You bear all risk and liability for ACH, wires and transfers that misidentify the Beneficiary, Beneficiary Institution, or any Intermediary Institution due to inconsistencies between written name and account number.

c. ACH Rules - You agree to be bound by automated clearing house association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403 (a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

- d. **Processing Times** - Automated Clearing House (ACH) transactions will be processed on the Business Day that you designate as the payment's process date, provided it is submitted prior to the daily cut-off time on that date. The daily cut-off time is 2 p.m. Pacific Time. Automated Clearing House (ACH) submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (weekends and Federal holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

5. GESA MOBILE DEPOSIT SERVICES.

a. **GESA Mobile Deposit Service Access.** The Gesa Mobile Deposit service allows you to use your mobile device camera in conjunction with our Mobile Banking to deposit digital images of checks. Such deposits are subject to verification and some or the entire amount deposited may not be available for immediate withdrawal. Aggregate daily deposit limits and other restrictions shall apply. All members are solely responsible for the items remotely deposited and any item returned or rejected may be charged to your accounts. You agree to any such charges. For any remote deposit of any item, you will be responsible for preventing the transmission of another image of that item or the presentment of the item by any other means. You agree to securely retain the item remotely deposited for sixty (60) days after it has been credited to your account. After sixty (60) days, you agree to destroy such item or otherwise void it or render it incapable for transmission or presentment.

b. **Member Eligibility.** Members with Savings, Checking, or Money Market accounts in good standing are eligible to use Mobile Deposit. Failure to abide by the terms of this Agreement may void your eligibility at our sole discretion. You will become ineligible to use Mobile Deposit if any of the following apply:

- you have had submitted duplicate deposits of checks,
- your account is dormant,
- your card services or other deposit services have been revoked

The Credit Union may revoke access to Mobile Deposit immediately and at any time, without prior notice to you.

c. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits you may perform using Mobile Deposit, and to modify those limits at our discretion without prior notice to you. During the first sixty days (60) after enrolling in Mobile Deposit, your deposit is subject to a two (2) day hold; however, the first \$225 of your deposit may be available immediately. Other daily, weekly, and monthly limits for deposited checks may apply. Contact Gesa Credit Union for more details about our funds availability procedures for mobile deposits.

d. **Eligible Checks.** You agree to only deposit checks. For purposes of this agreement, a "check" means a negotiable demand draft that is drawn on, or payable through, or at, a United States bank or credit union.

e. **Ineligible Checks.** You agree that you will not use Mobile Deposit to deposit checks which:

- are payable or negotiated to a person(s) or entity other than you.
- contain obvious alterations to any of the fields on the front of the check, or which you know or suspect, or should have known or suspected, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- are dated in the future (postdated).
- are dated more than six (6) months prior to the date of deposit (stale dated).
- are payable to more than one party unless being deposited into an account owned by all payees.
- are drawn on a financial institution located outside of the United States.
- are not payable in US currency.
- are identified as non-negotiable.
- have been previously deposited.
- have been previously returned, such as for non-sufficient funds (NSF) or as Refer to Maker.
- Money orders, Travelers Checks, Cash, Savings Bonds.
- An item drawn on your account at Gesa Credit Union.
- Checks that are remotely created checks as defined in Regulation CC.
- Checks with any endorsement on the back other than what is specified in this agreement.
- Checks that in violation of any federal or state law, rule, or regulation.

f. Image Quality. You are solely responsible for the quality, completeness, accuracy, validity, and integrity of any check images submitted for deposit using Mobile Deposit. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect, or illegible check images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable check images to us.

g. Responsibility for Endorsement. For all mobile check deposits, you must endorse the original paper check with your name and providing: "FOR GESA CU MOBILE DEPOSIT ONLY". If you fail to provide this endorsement, we may refuse the deposit and return it to you, and you agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement.

h. Receipt of Deposit. A check is considered received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. We reserve the right to reject any check transmitted through Mobile Deposit at our discretion. The Credit Union will bear no liability for any such rejection. We are not liable for any items we do not receive or for images that are not transmitted completely.

i. Funds Availability. Our funds availability policy doesn't apply to items deposited by check capture; however, funds will typically be made available two (2) business days from the date of deposit. The time may be extended at Credit Union's discretion. For purposes of determining the availability of funds, checks deposited by a Deposit service are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. You agree that the imaging and transmitting of checks does not constitute receipt by Credit Union. Acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a check or item does not contain errors or that funds will be available. We reserve the right to extend any hold placed where there is a failure of communications or computer equipment and if we have any reason to believe an item will not be paid.

j. Presentment. You agree not to present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (a) any Substitute Check that has already been presented for deposit via the Deposit service; or (b) any original check, the Substitute Check of which has already been presented for deposit via the Deposit service. In the event that you, or any third party, presents, or attempts to present, a deposit in violation of this subsection you agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by the Credit Union from any other deposit accounts with the Credit Union in its sole discretion

k. Item Retention and Destruction. You agree to securely store each check you deposit using Mobile Deposit for a period of sixty (60) days after transmission in order to verify settlement and credit, or to balance periodic statements. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks, including theft or reproduction of the original checks for purposes of presentment for deposit of these original checks or unauthorized use of information derived from the original checks. You agree to make the check(s) available to us at our request, and that you will deliver the retained check(s), at your expense, within seven (7) business days to assist in the clearing and collection process, to resolve claims by third parties with respect to any check(s), or for our audit purposes. If not provided within seven (7) business days of our request, the amount of the requested check(s) will be debited from your account regardless of the account balance and you will be liable for any funds owed or unresolved claims by third parties. After such period expires, you will destroy the check in a manner ensuring the check cannot be reproduced or represented for payment. You agree that you are responsible if anyone is asked to make payment based on an original check that has already been paid.

l. Returned Deposited Items. Any credit to your account for checks deposited using Mobile Deposit is provisional. For any check(s) that you transmit to us through Mobile Deposit that we credit to your account, in the event that the check(s) is dishonored, you authorize us to debit the amount of the check(s) from your account, plus any applicable fees as stated on our Fee Schedule. You will reimburse us for all loss, cost, damage or expense caused by or related to the processing of the returned check(s). We will notify you by email of the return, and will mail you substitute copies of the returned check(s). If the check(s) deposited are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing

agent, or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you but that we may charge back the amount of the check, plus fees as stated on our Fee Schedule, and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been previously returned to you. We may debit any of your accounts to obtain payment for any check that has been rejected or returned, for any adjustments related to such check or for any warranty claim related to such check, whether or not the rejection, return, adjustment or warranty claim was made timely.

m. Errors. Any deposits made using Mobile Deposit will be reflected on your monthly periodic statement. You understand and agree that you are responsible for notifying us immediately of any suspected error relating to check images transmitted by Mobile Deposit by no later than sixty (60) days after the date of the periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within the specified timeframe.

n. Indemnity to Credit Union and Service Providers. You agree to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses including reasonable attorneys' fees and expenses arising from your use of Mobile Deposit and or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to indemnify our technology partners, including but not limited to Jack Henry & Associates, Inc., hold harmless, its affiliates, officers, employees and agents, as well as Jack Henry & Associates, Inc., its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Credit Union or your use of the Services, Jack Henry & Associates, Inc., unless such claim directly results from an action or omission made by Jack Henry & Associates, Inc. in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

o. Representations and Warranties. You represent and warrant: (a) that you will comply with all federal and state laws, and rules and regulations applicable to Deposit transactions, including those of the National Automated Clearing House for ACH transactions; (b) that all checks scanned or photographed are made payable to you; (c) that all signatures on each check are authentic and authorized; and (d) that each check has not been altered. In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold the Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

6. ACCOUNT AGGREGATION TERMS AND CONDITIONS.

a. Description of Service. The Account Aggregation service allows you to access and collect the account information of your accounts at other financial institutions within the Online Banking service. The Account Aggregation service is offered through our third party service provider, who acts on behalf of the Credit Union.

b. Authorization to Access Third Party Accounts. You understand and agree that, in order to provide the Service, it is necessary for us to access third party websites and databases containing information regarding your accounts and financial relationships as designated by you ("Third Party Accounts"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize us to access such Third Party Accounts to retrieve such information as requested or authorized by you, or for any other purpose authorized by this Agreement. You represent to us that you have the right to authorize and permit us access to your Third Party Accounts and information. You hereby expressly authorize and permit us to use information submitted by you including account passwords and user names to access your Third Party Accounts to provide the Service. You understand and agree that at all times your relationship with each Third Party Account provider is independent of the Credit Union and your use of the Service. You acknowledge and agree that when we access and retrieve information from the third party accounts, we are acting as your agent, and not as the agent of or on behalf of the third party.

c. Credit Union Responsibilities. We will not be responsible for any acts or omissions by the financial institution or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third

Party Account by such provider. You agree that the Credit Union shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) access to the third party accounts by us or our service provider; (2) our retrieval of or inability to retrieve information from the third party accounts; (3) any inaccuracy, incompleteness or misinformation contained in content retrieved from the third party accounts and (4) any charges imposed by the provider of any third party account.

d. Your Responsibilities. You agree you will not use the 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 agree you will not use the Service in any manner that could damage, disable, overburden, or impair account aggregation or interfere with any other party's use and enjoyment of account aggregation. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through account aggregation. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason. You understand and agree that the Service is provided "as-is." We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings. You understand and expressly agree that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the service is 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 of such material and/or data.

e. Discontinuing Service. You must delete your accounts in Online Banking if you wish to discontinue using Account Aggregation. We reserve the right to discontinue the Service at any time if you fail to follow the terms of service.

- 7. PERSON TO PERSON TRANSFER SERVICE.** Within the Digital Services, you may enroll to use the Person-to-Person (P2P) Service provided by the Zelle Network for transferring funds from your designated checking, savings, or money market accounts at the Credit Union to another deposit account at Gesa Credit Union or at another financial institutions. To enroll, you must use an email address or U.S. mobile phone number. The Credit Union may establish additional service eligibility requirements.

The P2P Service enables you: (1) to send funds from your Credit Union checking, savings, or money market accounts ("Account") to the account of an authorized recipient ("Third Party Account"); (2) to receive funds from a Third Party Account into your Credit Union Account, or (3) to request funds from another Zelle Network user. The Credit Union generally uses ACH Network to send, receive, or request funds through P2P.

Please refer to Zelle Payment Terms and Conditions, which describe the services provided, eligibility, registration, limitations, and specific terms and conditions covering this P2P Service.

- 8. ALERTS.** You can elect to receive Alerts through the Digital Banking service. Alerts are emails or text messages sent to you to notify you of certain transactions or events happening on your account. Each Alert can be sent via email and/or text message. Depending on the rate plan with your mobile phone service provider you may incur standard text messaging charges. You can change or cancel an Alert anytime through Digital Banking. It is your responsibility to ensure that your email address or mobile phone number is correct in the Digital Banking system. Should you decide to change your email address, mobile phone number, or mobile provider, it is your responsibility to make the necessary changes by clicking on the Alerts 'Settings' link. Due to various issues that can arise throughout the Internet (ISP outages, incorrectly set up email accounts, spam filters, etc.), the Credit Union does not guarantee the delivery of your Alerts. Do not reply directly to the Alert notifications that you receive. If you have questions pertaining to a specific Alert you have received you can send us a secure message through Online Banking or call a Contact Center Representative at the number listed at the end of this Agreement.

9. DIGITAL SERVICES SECURITY. The use of your Account and Digital Services are subject to the following conditions.

a. Security of Password/Access Code. Any password, personal identification number (PIN), or access code (“Password”) that you select for any of our services is for your security purposes. The Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your Password, you understand that person may use the Digital Services to review all of your account information and make account transactions. Also, you are responsible for all bill payments, transfers or other transactions you authorize using Digital Services. If you permit other persons to use your personal computer, Mobile Device and Password or other means to access Digital Services, you are responsible for any transactions they authorize. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions. For anyone you authorize to use your Password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of your Password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

Neither this Institution nor its Service Providers will contact you by telephone, email or text message requesting personal information, such as your online Password, credit card number, debit card number or debit card PIN, ATM Card Number or ATM Pin. If you are contacted by anyone requesting this type of information, do not provide any information and contact the Credit Union immediately.

b. Illegal Use or Internet Gambling. You agree not use the Digital Services for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of Digital Services are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions.

10. MEMBER LIABILITY.

a. Authorized Transactions. You are solely responsible for all transfers you authorize using any Digital Service under this Agreement. If you permit other persons to use any Digital Service, PIN or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any transaction by a business owner, employee, agent, account signer, or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, are considered authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or services.

b. Notification to Credit Union. Tell us at once if you believe anyone has used your account, PIN or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you believe your Account, PIN or access code has been compromised or that someone has transferred or may transfer money from your account without your permission, call: 509.378.3100, or toll free 888.946.4372 during business hours; contact us electronically by sending us a secure message through the Online Banking service; email: askus@gesa.com; or write: Gesa Credit Union, PO Box 500, Richland, WA 99352-0500.

c. Business Accounts. For Business Accounts, you understand that any transaction by a business owner, employee, agent, account signer, or anyone you authorize to transact business on your Account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, Passwords and other information to prevent unauthorized access to or use of your Accounts through this Service. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, you must notify us immediately. When you give someone your Password, you are authorizing that person to access your deposit and Loan Accounts

using this Service, and you are responsible for all transactions that person performs while using the Service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

d. Consumer Accounts. If you tell us of the unauthorized use of your account within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT Digital service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows EFT transfers that you did not make including made by a PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable up to the full amount of the loss if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

11. BUSINESS DAYS. Our business days are Monday through Friday. Holidays are not included.

12. FEES AND CHARGES. There are no Credit Union charges for the Digital Services except as set forth in this Agreement and the Fee Schedule. Your normal account charges will continue to apply as set forth on the Fee Schedule. You authorize us to automatically charge your account for all such fees incurred under this Agreement. In the future, we may add to or enhance the Service features and by using such added or enhanced features, you agree to pay any applicable fees. Some digital services are available to businesses with additional Agreements and Fee Schedule.

13. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS.

- a. Periodic Statements.** Transfers, withdrawals, and payments transacted through a Digital service will be recorded on your periodic statement, provided by mail or electronically if you have requested an electronic statement.
- b. Digital Services.** Transaction history is also available through the Online and Mobile Bankingservices.

14. ACCOUNT INFORMATION DISCLOSURE. We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at www.gesa.com. However, we will disclose information to third parties about your electronic funds transfers you make in the following limited circumstances:

- a.** As necessary to complete transfers.
- b.** To verify the existence of sufficient funds to cover specific transactions upon the request of a third-party merchant.
- c.** To comply with government agency or court orders.
- d.** If you give us your express permission.

15. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS. For consumer accounts, if we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your direct losses or damages. Our sole responsibility for an error in a transfer will be to correct the error, and in no case will we be liable for any indirect, special or incidental damages. However, there are some exceptions. For consumer and business accounts, we will not be liable for instance:

- a.** If, through no fault of ours, you do not have enough money in your account to make the transfer, the transfer would go over the credit limit on your line of credit, if applicable, or if the funds in your account are subject to an administrative hold, legal process or other claim, or your account is closed.
- b.** If you used the wrong PIN or you have not properly followed any applicable computer or Credit Union user instructions for making transfer and/or bill payment transactions.
- c.** If your computer or mobile device fails or malfunctions or the Mobile Banking, Online Banking, or any of the other Digital Services were not properly working and such problem should have been apparent when you attempted such transaction.
- d.** If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.

- e. In the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.
- f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.
- g. If there are other exceptions as established by the Credit Union.
- h. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- i. The error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by the Credit Union.
- j. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary.

16. TERMINATION OF ELECTRONIC FUNDS TRANSFER (EFT) SERVICES. You agree that we may terminate this Agreement and your use of your Digital services immediately if:

- a. You or any authorized user of your Password breach this or any other agreement with us, or
- b. We have reason to believe that there has been an unauthorized use of your Password, or
- c. There has been no log-in activity in at least 6 months, or
- d. You close your membership with the Credit Union.

You may terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

17. AMENDMENT AND NOTICES. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will provide you with notice at least twenty-one (21) days before the effective date of any change, as required by law.

18. BILLING ERRORS FOR CONSUMER ACCOUNTS. The following billing error rights apply to consumer accounts, but not business accounts. In case of errors or questions about your EFT Digital Service transactions, other than transfers from a line of credit, telephone us at the phone numbers or write us at the address set forth at the end of this Agreement as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- a. Tell us your name and account number.
- b. Describe the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (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 ten (10) business days, we may not recredit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

19. ENFORCEMENT. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Washington. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

20. CONTACT INFORMATION.

Phone: 509.378.3100 or 888.946.4372

Email: askus@gesa.com

Mail: Gesa Credit Union, PO Box 500, Richland, WA 99352-0500