



This Digital Banking Agreement (“Agreement”) covers your and our rights and responsibilities concerning Digital Banking (which includes Mobile Banking) offered to you by New England Federal Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign an application or authorization to use Digital Banking and any authorized users. The words “we,” “us,” and “our” mean the Credit Union. By submitting a Digital Banking enrollment or your acceptance of Digital Banking, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments to the Agreement. You agree that when you use Digital Banking, you will remain subject to the terms and conditions of all your existing agreements with us including the Member Service Agreement and Business Member Service Agreement which include the Electronic Funds Transfer Disclosures. Electronic funds transfers (“EFTs”) are electronically initiated transfers of money through Digital Banking involving your deposit accounts at the Credit Union.

### 1. Digital Banking (includes Mobile Banking)

Digital Banking is a personal financial information management service that allows you to access account information, make payments, and conduct transactions as described in the Digital Banking Agreement using compatible and supported devices.

If we approve your application for Digital Banking, you may use a computer or device to access your accounts. For this service, you will need a computer or a mobile device/tablet (“Wireless Device”), with access to the Internet and a current web browser. You agree and understand that Digital Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. Digital Banking is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union’s Digital Banking may not be available due to system maintenance. You can access Digital Banking at [www.nefcu.com](http://www.nefcu.com) or by downloading our Mobile Banking app using your Internet Service Provider. You must use your username and password to access your accounts. You are responsible for the installation, maintenance, and operation of your computer or Wireless Device and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet Service Provider, your software installation, or your computer or Wireless Device. At the present time, you may use Digital Banking to:

- Transfer funds between checking and savings accounts with us.
- Inquire about your cleared checks, transfers, deposits, or withdrawals.
- Make payments from a checking or savings account to a loan account with us.
- Inquire on balances of checking or savings accounts with us.
- Transfer advances from a line of credit to checking or savings accounts with us.
- Transfer funds to or from external accounts you own.
- Make deposits to accounts you have with us using a Wireless Device if you agree to our Remote Deposit Capture Agreement.

Transactions involving the accounts you have with us are addressed by the Member Service Agreement (MSA) or Business Member Service Agreement (BMSA), as applicable, whereas transactions involving a loan are addressed by the applicable loan agreement(s).

#### a. Use of Services

You are fully responsible for understanding how to use Digital Banking before you actually do so, and you must use Digital Banking in accordance with any use or operational instructions posted

on our website. You are also responsible for your use of your Wireless Device and Digital Banking software provided to you. If you authorize the use of biometric login (for example, fingerprint or retinal scan) for Digital Banking, the service may be accessed using any biometric login recognized by your Wireless Device, even if it is not your own. If you have permitted another person to use their own biometrics to authorize activity on your Wireless Device, their biometrics will also gain access to Digital Banking if you have authorized biometric login. You are responsible for the installation, maintenance, and operation of your computer or Wireless Device and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet Service Provider, your software installation, or your computer or Wireless Device. You may experience technical or other difficulties related to Digital Banking that may result in loss of data, personalization settings or other Digital Banking interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of Digital Banking. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network that you utilize to access Digital Banking. Financial information shown on Digital Banking reflects the most recent account information available through Digital Banking and may not be current. You agree that we are not liable for delays in updating account information accessed through Digital Banking. We are not responsible for any actions you take based on information accessed through the Mobile Banking app that is not current. If you need the most current account information, you agree to contact us directly.

In the event we change or upgrade Digital Banking, you are responsible for making sure that you understand how to use Digital Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Digital Banking or your Wireless Device.

#### b. Relationship to Other Agreements

You agree that when you use Digital Banking, you will remain subject to the terms and conditions of your existing agreements with any service providers of yours, including mobile service carrier or wireless provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Digital Banking (for example, your mobile service carrier or wireless provider may impose data usage or text message charges for your use of or interaction with Digital Banking, including while downloading the Software, receiving or sending text messages, or other use of your Wireless Device when using the Software or other products and services provided by Digital Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or wireless provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your mobile service carrier or wireless provider directly without involving us. You also agree that if you have any problems with Digital Banking, you will contact us directly.

#### c. Digital Banking Software License

You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license (“License”) to download, install and use the Software application on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Software application to that new or different Wireless Device. This License shall be deemed revoked immediately upon:

- your termination of Digital Banking in accordance with this Agreement;
- your deletion of the Software application from your Wireless Device; or
- our written notice to you at any time with or without cause.

If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software application from your Wireless Device.

#### **d. Wire Transfers**

You may initiate wire transfers through Digital Banking. Wire transfers are subject to additional terms and conditions as set forth below.

#### **e. Your Obligations**

When you use Digital Banking to access accounts you designate during the registration process, you agree to the following requirements. You agree not to use Digital Banking or the content or information delivered through Digital 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 Digital 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 Digital Banking; (i) interfere with or disrupt the use of Digital Banking by any other user; or (j) use Digital Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

#### **f. Alerts**

We offer members the convenience of Short Message Service (SMS)/text alerting for many kinds of Digital Banking activities. Members can opt-in to receive texts when someone logs into their account, when transactions over a certain limit occur, to receive one-time passcodes, and more.

**Message Delivery and Frequencies:** Messages will be delivered from NEFCU. For one-time passcode messages, you will receive one message per request. For Account Alerts, message frequency varies.

You can cancel SMS Alerts at any time by visiting the Alerts page in Digital Banking and changing your settings at an individual alert level. To stop all alert SMS messages from Digital Banking, use the phone number you want to unsubscribe to send the SMS message STOPALERTS to us. Texting STOP will stop all SMS messages from Digital Banking to that phone number. After you text STOPALERTS or STOP to us, we will send you an SMS message to confirm you have been unsubscribed, and you will no longer receive SMS messages from us to that number.

Once unsubscribed, if you decide to opt-in again to receiving messages by SMS, visit the Alerts page in Digital Banking and change your settings at an individual alert level to use the text channel. Texting START will also enable your opt-in to the SMS program, but you will still need to update your individual alert settings to use the SMS channel.

If you are experiencing issues with the messaging program you can reply with the keyword HELP to get more information, or you can call (802) 847-8790 or (800) 400-8790, and a Member Service Representative will assist you.

Carriers are not liable for delayed or undelivered messages.

As always, message and data rates may apply for any messages sent to you from us, and to us from you. Message frequency varies. If you have any questions about your text plan or data plan, please contact your wireless provider.

Personal identifiable information obtained from this short code will not be shared with third parties for their own marketing.

## **2. Digital Banking Limitations**

The following limitations on Digital Banking Services may apply:

### **a. Transfers**

You may make funds transfers to the accounts with us, or other accounts you authorize, as often as you like. You may transfer or withdraw up to the available balance in the account or available credit line at the time of the transfer, except as limited under other agreements. We reserve 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. For external transfers, we may not process the transfer until we verify the transaction is not fraudulent.

### **b. Account Information**

Account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited, due to the processing time for ATM transactions. See our Funds Availability Disclosure provided to you at account opening.

### **c. E-Mail and Stop Payment Requests**

We may not immediately receive e-mail communications that you send, and we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be a written request and will expire in six (6) months unless you contact us and renew the stop payment request for an additional six (6) month period. Contact us immediately regarding an unauthorized transaction or stop payment request.

### **d. Transaction Limits**

Limits will be set at the time you use the service and will be disclosed to you prior to your use of the service.

### **e. Illegal Use or Internet Gambling**

You may not use Digital Banking 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 Banking 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. We have restricted all online gambling transactions by use of an electronic funds transfer service.

## **3. Bill Pay Service**

You may use the Bill Pay service (accessed through Digital Banking) to make payments to third parties. Use of the Bill Pay service requires enrollment in Digital Banking and agreement to the separate Bill Pay service terms and conditions that are provided upon enrollment in the Bill Pay service. You may use the Bill Pay service to:

- Make payments from a checking account to another financial institution.
- Pay bills from a checking account.

## **4. External Transfers**

### **a. Enrollment, Access, and Types of Transfer Request**

Within your Digital Banking account, you may separately enroll for the External Transfer service ("External Transfer Service"). External Transfers are outbound and inbound electronic fund transfers that allow you to move funds between one of your eligible accounts with us and a registered account at another financial institution.

You will need to enroll each non-NEFCU account that you wish to use for External Transfers. We may allow you to link external accounts that you own or for which you have unlimited authority to initiate deposits and withdrawals. By linking an external account, you authorize us to initiate automated clearinghouse (ACH) debit or credit entries to such external accounts. By linking an external account, you also certify that you are an owner or authorized on the external account with unlimited withdrawal or deposit rights on the depository institution's records to originate transfers to or from the account. You agree to provide us written documentation of your ownership or unlimited authority regarding such external linked accounts, as applicable, on our request. You are required to notify us if any external linked account is closed or your withdrawal rights are limited or removed so such external linked accounts may be un-linked from Digital Banking. You acknowledge that all transactions involving external linked accounts must comply with applicable law.

There are three types of transfers available for the External Transfer Service: (1) a one-time transfer for which processing shall be initiated that day, (2) a one-time transfer for which processing shall be initiated at a later specified date, and (3) a recurring series of transfers for which processing shall be initiated on the specified dates. The External Transfer Service may also be utilized to set up these types of transfers to make loan account payments using an external linked account.

You acknowledge that the origination of ACH transactions to your account must comply with the provisions of U.S. law and that you are authorized to conduct transactions on all accounts involved in the transfer. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this External Transfer Service will be verified in accordance with our procedures.

In order to verify an external account, you authorize us to make and reverse a small (\$1.00 or less) deposit to the account. You agree that we are not responsible for any overdraft, insufficient funds, or other fees that result solely as a result of your failure to make at least \$1.00 available for transfer.

#### **b. Scheduling, Business Days, and Delayed Processing**

The cutoff time for initiating transfers is 3:30 PM Eastern Time. The expected posting and delivery schedule will be reflected within the External Transfer Service screens at the time you request the transfer. Funds requested to be transferred will be debited or credited to the other account according to the receiving Financial Institution's availability and transaction processing schedule. Once a transfer is made to another financial institution, we will have no further responsibility or liability for the deposit or withdrawal of such funds.

Transfers are typically processed Monday through Friday, excluding holidays. If the scheduled transaction date is a weekend or holiday, the transfer will be initiated on the next business day.

You agree that we may delay processing of your transfer to allow time for further review if we believe there is an elevated risk of fraud or unauthorized use. If your scheduled External Transfer is selected for review, it will be delayed until such time we can complete authentication procedures which may include verifying our ownership of the external account with the external financial institution, verbally verifying the details and circumstances of the transfer with you, and/or obtaining documentation from you regarding your account ownership at the external financial institution. Your cooperation will enable the credit union to more quickly complete such a review. If a review cannot be completed in a timely manner, or if it is determined that fraud or unauthorized use is possible, the transaction may be cancelled by the credit union.

#### **c. Cancelling Scheduled Transfers**

In general, External Transfers (either one-time or recurring) can be cancelled prior to the cut-off time (3:30 PM Eastern Time) on the

business day they are scheduled to be processed. However, if the External Transfer's status is approved, you can no longer cancel it. Immediate transfers cannot be cancelled via the Service once the transfer has been processed. You waive all liability or damages for any payment made before we have a reasonable opportunity to act on your termination notice.

#### **d. Transfer Limits and Service Termination**

There are limits to the amount you can transfer using the External Transfer Service. The External Transfer Service screens will notify you if you attempt to exceed a limit. Your limits may be adjusted from time-to-time at our sole discretion.

At our sole discretion, we may terminate your use of this service (including the cancellation of scheduled future transfers). Reasons for service termination may include the following:

- Any of your Accounts with us are not current or are not in good standing.
- You have had any prior External Transfer involving accounts at other financial institutions cancelled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
- You attempt to use External Transfers to transfer funds between your personal and non-personal/commercial accounts or to otherwise transfer between accounts that do not directly share common ownership.
- We suspect fraud or unauthorized use has or may occur with respect to your Account(s) with us or with respect to any External Transfer(s).

#### **e. External Transfers and Available Funds**

You agree to have Available Funds on deposit in the Account you have designated in amounts sufficient to pay for all External Transfers requested, as well as any other payment obligations you have to us. If sufficient funds are not available on the scheduled date of transfer, we may elect not to initiate your transfer request. If External Transfers process against any uncollected deposit, uncollected balance or otherwise insufficient Available Funds in your Account, you remain responsible for the balance of such transfer and your account will be assessed and charged the appropriate overdraft, returned item, or non-sufficient funds fees. See our current Rate and Fee Disclosures for the current amounts of these charges.

#### **f. Authorized Persons**

You accept responsibility, to the extent permitted by law, for any unauthorized External Transfer requests made using your password or other authentication method.

To avoid possible liability for losses related to the External Transfer Service, never provide your Digital Banking login credentials or multi-factor authentication code to a third party, never enter external account information or trial deposit information based on a third party's instructions, and never allow funds to be transferred to or from an account not owned by you.

#### **g. Loan Payments**

The External Transfer Service may be utilized to make or schedule payments on loan accounts at NEFCU. When using the External Transfer Service to make or schedule loan payments, you authorize the credit union to electronically debit your external account (and if necessary, to electronically credit your external account to correct erroneous debits) at the external financial institution (Other Financial Institution) in order to make a payment on your NEFCU loan as specified when using the External Transfer Service.

You understand and agree that the following terms apply to this authorization:

- Your account at the Other Financial Institution will be debited (charged) and funds will be credited to your NEFCU loan account.

- You understand and acknowledge that it is your responsibility to ensure that sufficient funds are on deposit in your account at the other financial institution on your loan payment scheduled date to make the payment as scheduled. In the event that funds are not available in your account at the other financial institution and the entry is returned, NEFCU may impose a return or reversal/void fee and it is your responsibility to re-initiate the transaction or make a payment by other means.
- If the date scheduled for your transfer falls on a weekend or a holiday, your transaction will occur the next business day.
- You understand that payments scheduled for the same day or next day may still take 2-3 business days to process and anything submitted after 3:30 PM Eastern Time will begin processing the next day.
- In some circumstances, depending on the provisions of the loan, the loan payment due may vary. If recurring payments are scheduled, you understand and acknowledge that it is your responsibility to update the payment amount to reflect the amount due, if applicable. The amount scheduled to be paid will not update automatically based upon changes in the actual amount due.
- NEFCU is relying on the information you enter into the External Transfer Service. If the information is incorrect, the debit may be returned, which could result in your payment being late.
- If any payment is denied, rejected, or reversed for any reason, that payment will be reversed on your loan and you will be responsible for making payment to the credit union separately.

The information contained in the above Agreement is designed to provide information related to External Transfer Services.

## 5. Security of Password or Access Code

### a. Security

The personal identification number, password or access code ("Credentials") that you select is for your security purposes. Your Credentials are confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping of your Credentials. You agree not to disclose or otherwise make your Credentials available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your Credentials, you understand that person may use Digital Banking to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your Credentials and you agree that the use of your Credentials will have the same effect as your signature authorizing transactions.

### b. Authorization

If you authorize anyone to use your Credentials 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 Credentials 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 Credentials are changed. If you fail to maintain or change the security of these Credentials and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

If you authorize the use of biometric login (for example, fingerprint or retinal scan) for Digital Banking, the service may be accessed using any biometric login recognized by your Wireless Device, even if it is not your own. If you have permitted another person to use their own biometrics to authorize activity on your Wireless Device, their biometrics will also gain access to Digital Banking if you have authorized biometric login.

## 6. Wire Transfers

Wire transfers initiated through the Digital Banking service are subject to all applicable provisions of the MSA or BMSA as applicable and to the following terms.

### a. Definitions.

Unless otherwise specified in this Agreement, the definitions in UCC Article 4A and Federal Reserve Regulation J apply to terms used in this Agreement. The party to whom the Member is transferring funds is the "Beneficiary." The financial institution at which the Beneficiary maintains the account to which the funds are being transferred is the "Beneficiary Bank." The entire series of transactions, commencing with the request for a wire transfer, up until and including the payment to the Beneficiary shall be referred to as a "funds transfer" or "wire transfer."

### b. Funds Transfer Business Days & Cutoff Times.

Funds transfers are processed only on non-holiday weekdays (Monday through Friday) only. Our funds transfer business hours are 8:00 AM Eastern Time to 2:45 PM Eastern Time. Payment orders, amendments, or cancellations received after the applicable cut-off times may be treated as having been received on the next following business day and processed accordingly. Wire requests may be subject to further review which may cause a delay or cancellation of the request.

### c. Security Procedures.

When you initiate a wire transfer through the Digital Banking service, we verify its authenticity through multi-layer security procedures as follows. You determine which Digital Banking users are authorized to initiate and approve wire transfers. Each Digital Banking user has unique login credentials, which they must keep confidential. We also may require multifactor authentication in certain circumstances (for instance if a user logs in from an unfamiliar device). A user's entry of their login credentials into the Digital Banking service verifies the identity of the user. In addition, each funds transfer request must be separately initiated and approved by an authorized user. You specify whether initiation and approval of wire transfers may be by the same person, or must be done by two separate persons. Finally, when you initiate a funds transfer request, we will contact you by phone at a number that you have supplied to us in order to confirm the validity of the wire request. If we are unable to reach you to confirm the validity of the wire request, your wire transfer may be delayed.

You agree that these security procedures are commercially reasonable. If we comply with these security procedures with respect to a funds transfer, you will be responsible for the amount of the funds transfer even if you did not actually authorize or transmit the request. If we complete a funds transfer that you authorized, you will be responsible for the amount of the funds transfer even if we did not follow these security procedures.

### d. Credit Union Liability

We will not be liable for acts or omissions by you or any other person; including without limitation any wire transfer system, Federal Reserve Bank, Beneficiary Bank, or any Beneficiary, none of which shall be deemed our agent. We will not be liable for any consequential, special, punitive or indirect losses or damages incurred relating to this Agreement, including without limitation, subsequent wrongful dishonor resulting from our acts or omissions. We have no obligation to detect any error in any payment orders. We and any wire transfer system or Beneficiary Bank may rely on the account number and institution routing number, even if those numbers identify a different Beneficiary or Beneficiary Bank from any name(s) you provide. We may reject any funds transfer request if it is inconsistent with this Agreement or other requirements we may impose.



**e. Rejection of Transfer**

If we receive notice that a wire transfer we transmitted has been rejected, we will notify you of such rejection, by telephone, electronic message or U.S. Mail. We will have no further obligation to transmit the rejected wire transfer.

**f. Cancellation or Amendment**

You have no right to cancel or amend any transfer request after we receive it. However, we will use reasonable efforts to act on a cancellation or change request if it is transmitted in accordance with the security procedure set forth in this Agreement, we have not already sent it, and we have reasonable time within which to act upon such instructions. We will have no liability if the cancellation or change is not affected.

**7. Member Liability**

You are responsible for all transactions you authorize using Digital Banking under this Agreement. If you permit other persons to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. The EFT Disclosure included with the MSA or BMSA provided to you at account opening provides more information on your liability for unauthorized transactions.

If you believe your Credentials have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us toll free at 800-400-8790, or write to us at: 141 Harvest Lane, PO Box 527, Williston, VT 05495.

**8. Fees and Charges**

Currently there is no monthly service charge for Digital Banking. You agree to pay all fees and charges for deposit account services as set forth on the Rate and Fee Disclosures. All fees and charges are subject to change by the Credit Union upon thirty (30) days written notice to Member.

**9. Transaction Documentation**

Transfers and withdrawals transacted through Digital Banking will be recorded on your periodic statement by mail or electronically if you have requested an electronic statement. You will receive a statement monthly. You may request that your statement be provided electronically.

**10. 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.nefcu.com](http://www.nefcu.com). However, we will disclose information to third parties about your account or the transfers you make in the following circumstances:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders;
- If you give us your express permission.

**11. Disclaimer of Warranties**

YOU ACKNOWLEDGE THAT DIGITAL BANKING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF DIGITAL BANKING. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING DIGITAL BANKING INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF DIGITAL BANKING (INCLUDING, WITHOUT LIMITATION, THAT

DIGITAL BANKING WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU ASSUME ALL RISKS RELATING TO THE FOREGOING.

**12. Our Liability for Failure to Make Transactions**

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 losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or loss, whether caused by the equipment, software, Credit Union, browser providers or by Internet Service Providers, or by an agent or subcontractor for any of the foregoing. Nor shall we or our service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via Digital Banking and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union and our service providers will not be liable for the following:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- If you used the wrong Credentials or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working, and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond your control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process, or other claim.
- If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can process a transfer.
- 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.
- If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an online service provider, any computer virus or problems related to software not provided by Credit Union.

We may establish other exceptions in addition to those listed above.

**13. Termination of Digital Banking**

You agree that we may terminate this Agreement and your Digital Banking, if you, or any authorized user of your Digital Banking or password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or password; or if you conduct or attempt to conduct any

fraudulent, illegal or unlawful transaction; or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. You or any other party to your account can 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.

The Credit Union may purge your Digital Banking profile after 365 days of inactivity without further notification.

#### **14. Notices**

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we will send it to the e-mail address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

#### **15. Statement Errors**

In case of errors or questions about your Digital Banking transactions, telephone us toll free at 800-400-8790, or write to us at: 141 Harvest Lane, PO Box 527, Williston, VT 05495. The Member Service Agreement or Business Member Service Agreement provided to you at account opening provides more information on your responsibilities for statement errors.

#### **16. 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 Vermont as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. 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 Vermont 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.