



## Online | Mobile Banking Service Agreement and Disclosure

This Online & Mobile Banking Service Agreement and Disclosure describes your rights and obligations as a user of Stepping Stones Community Federal Credit Union's Online and Mobile Banking Service, (the "Service") and the rights and obligations of Stepping Stones Community Federal Credit Union (SSFCU)(the "Agreement").

Please read this entire Agreement carefully before using the Service.

You agree to comply with all terms and conditions of this Agreement. You must be at least eighteen (18) years old, have a valid and up-to-date email address, and have an Eligible Account in order to use the Service.

We may, at any time, and at our sole discretion, make changes to the Service and to this Agreement, provided, however, that we will give you prior notice of any changes, as may be required by applicable laws and regulations. Use of the Service after any such changes, constitutes your agreement to the changes.

Below are the definitions of terms used within this Agreement. Individual sections may have additional definitions as applicable.

### DEFINITIONS

**Business Days** are Monday through Friday, excluding Federal and SSFCU holidays, unless otherwise noted in this Agreement.

**Communication Delivery and Receipt** - All Service communications sent electronically will be deemed to have been received by you when sent, whether or not you viewed or received the Communication.

**Content** refers to any personal or transaction information, data, or other content provided by you or that we obtained about you in accordance with the terms of this Agreement in connection with your use of the Service.

**Electronic Communications ("Communication(s)")** refers to this Agreement and any amendments, modifications or supplements, emails, text messages, web page content and any other information as it relates to the Service.

It may also include any initial, periodic, or other disclosures and notices provided in connection with the Service, including without limitation those required by Federal or state law and any member account or services communications, including, without limitation, communications with respect to claims of error or unauthorized use of the Service.

**Eligible Account** refers to a Share Savings or other account at the Credit Union held by an Eligible Member that may be used in connection with an applicable feature or service (e.g., bill payment).

**Eligible Member** refers to any member in good standing (as determined by the Credit Union) with a Share Savings account. Decisions regarding continuation of the Service are made at the sole discretion of the Credit Union. There may be additional eligibility and/or enrollment requirements for other accounts, features and services offered within the Service. Those requirements may be found either in the itemized sections included in this Agreement, as amended from time to time, or in separate agreements and disclosures we may provide to you.

**Email Communication** is considered to be sent at the time it is directed by our email server to the email address on record.

**Stepping Stones Community Federal Credit Union (the "Credit Union")** refers to Stepping Stones Community Federal Credit Union and includes any directors, officers, employees, contractors, agents or licensees. Additionally, the words "the Credit Union", "we", "us", "our" and any other variation thereof, refer to Stepping Stones Community Federal Credit Union.

**Inactivity** – Your account will be designated as inactive if you do not access or perform a transaction in the Service for more than 90 calendar days.

**In Writing** - All Communications, sent by either you or us, in either electronic or paper format will be considered to be "in writing." Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. If you do not wish to receive this Agreement or any Communications electronically, you may not use the Service.

**Login Credentials** are Login IDs, passwords, Multi-Factor Authentication ("MFA"), challenge questions, and/or other requirements that you must employ to gain access to any components of the Service.



## Online | Mobile Banking Service Agreement and Disclosure

**Member Services Department (“MSD”)** refers to the live support services we offer to SSCFCU members. The Member Service Department can be reached via phone at (302) 298-3253 Monday and Friday from 9:00 a.m. - 6:00 p.m. through Tuesday, Wednesday and Thursday from 9:00 a.m. – 4:30 p.m. ET (excluding applicable Federal or Credit Union holidays), or via Secured Message via the Service.

**Mobile Banking Service** refers to any/all mobile banking services accessed via your supported mobile device. This may include account information, savings goals and budgets, bill payment, mobile deposits, transfers, ATM locator services, or other services.

**Online Banking Service (the “Service”)** refers to any/all online banking services accessed via the SSCFCU website with your Login Credentials.

**Secure Message** refers to the secured email messages delivered to and received from you and us once logged into the Service.

**Transfers** are deposits to and/or withdrawals from or between authorized SSCFCU accounts, loan and credit card payments, and external transfers to/from other U.S. financial institutions to accounts for which you are the owner. Your or yours refers to the Eligible Member using the service.

### 1. Description

**Online Banking** provides Eligible Members the ability to conduct financial transactions on their eligible Credit Union accounts 24 hours a day, seven days a week (subject to the routine maintenance and other factors set forth in this Agreement), with access to the Internet, use of valid Login Credentials and authentication of member identity. The Service utilizes industry-standard encryption and information security protocols.

### 2. Eligibility and Enrollment

Any Eligible Member may enroll in and use the Service.

### 3. Terms and Conditions

#### a. Access and Security

All users of the Service must have valid Login Credentials and are subject to Multi-Factor Authentication and/or layered security in order to verify the identity of the Eligible Member to access and conduct authorized financial transactions to/from account(s) within the Service.

If a password or challenge question response is entered incorrectly in the Service after three attempts, further security measures may be required to gain access.

You agree to keep your Login Credentials confidential and not make these available to any unauthorized individuals. We recommend not writing them down, but if you must, they must be kept in a place that is private and secured. A person working for or acting on behalf of SSCFCU will not, for any reason, ask for your password at any time. You must notify us immediately if you believe the confidentiality or security of your Login Credentials has been compromised.

#### b. Hardware and Software Requirements

In order to use the Service, you must have a personal computer, operating system and telecommunications connections to the Internet, capable of supporting the below requirements.

These hardware and software requirements may change from time to time with advances in technology and upgrades to the Service.

An Internet browser and operating system that are compatible with the Service’s supported technology; an email account and email software capable of retrieving, reading and responding to emails; sufficient electronic storage capacity on your computer’s hard drive or other data storage unit; a printer capable of printing from your browser and email software.



## Online | Mobile Banking Service Agreement and Disclosure

### 4. Notifications and Secure Messages

Notifications may be processed once a day, 365/366 days a year, as applicable, and are delivered via secured email or text message. You can establish alert notifications from within the Service. In addition, you agree that we can require certain required notifications and alerts be sent to you electronically.

You can send and receive Secure Messages through the Service, which may include attachments when necessary. We will respond to all messages in a timely manner, as designated by us. You must contact the Member Service Department by telephone to make any member data or account/transaction changes as these requests will not be accepted through Secure Messages.

Notifications are deemed delivered by us when sent to you. We are not responsible for undelivered or incorrect notifications and/or Secure Messages for reasons that are outside our control.

### 5. Termination of Service

We reserve the right to suspend or terminate access to any feature of and/or the entire Service at any time and without prior notice including, without limitation, if we, in our sole judgment, believe you have engaged in or conducted activities that violate any of the terms of this Agreement or the rights of the Credit Union, or if you provide us with false or misleading registration or account information or interfere with other users or the administration of the Service.

Neither termination nor discontinuation of your use of the Service shall affect your liability or obligation under this Agreement. Incidents of transactions that are returned for a closed and/or invalid account and repeated incidents of non-sufficient funds may result in termination.

### 6. Contact in the Event of Unauthorized Transaction

If you believe your Login Credentials have been lost or stolen, or if any transactions were made without your permission, contact us immediately at (302) 298-3253 Monday and Friday from 9 a.m. until 6 p.m. and Tuesday, Wednesday and Thursday from 9:00 a.m. – 4:30 p.m. EST, send us a Secured Message via the Service, or mail us at SSCFCU, 603 N Church Street, Wilmington DE 19801 or SSCFCU, 600 S Harrison Street, Wilmington DE 19801.

### 7. Disclosure of Information to Third Parties

When enrolled in the Service or in any features of the Service, we may make requests for personal information to a consumer reporting agency or other third party to determine initial and ongoing eligibility. You hereby authorize us to make any and all such requests.

When performing transactions or inquiries online, our business partners who assist us in providing the Service may have access to personal information. We may also disclose information to third parties about accounts or certain transactions:

- When it is necessary to provide services to you, such as completing a request for an electronic transfer; or
- In order to verify the existence and condition of an account for a third party, such as a credit bureau or merchant; or
- In order to comply with a government agency or court orders; or
- If the Credit Union has written permission; or
- Pursuant to the Credit Union's Privacy Policy

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 you and/or your accounts (collectively, the "Databases") and your Third Party Accounts (as defined in Section D.4 below), to retrieve information as requested or authorized by you. By using the Service, you agree to authorize us to access such Databases and Third Party Accounts to retrieve such Content as requested or authorized by you, or for any other purpose consistent with this Agreement.

You warrant and represent that the information you are providing is true, correct and complete. You represent and warrant that you have the right to authorize and grant us access to your Third Party Accounts. You assure us that by disclosing the information to us and by authorizing us to use such information to access your Third Party Accounts, you are not violating any Third Party rights. For as long as you are using the Service, you give to us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of



## Online | Mobile Banking Service Agreement and Disclosure

substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the Third Party Accounts, retrieve Content, and use the Content, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the Service, as fully to all intents and purposes as you might or could do in person.

Once we have proper written notice that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and have a reasonable opportunity to act on such notice, this limited power of attorney shall be considered revoked; provided, however, that any act done by us in good faith before we have proper written notice of termination by you shall be deemed to be authorized by you.

You acknowledge and agree that when we are accessing and retrieving 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. You agree that SSCFCU, its affiliates and partners shall be entitled to rely upon the foregoing authorization, agency and power of attorney granted by you. You agree that we shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of:

- SSCFCU's access to the Third Party Accounts;
- SSCFCU's retrieval of or inability to retrieve information from the Third Party Accounts;
- Any inaccuracy, incompleteness or misinformation contained in Content retrieved from the Third

The Stepping Stones Community FCU website may contain links to third party sites ("Linked Sites") as needed or as a convenience to you. We do not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that we, our affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them. In addition, you acknowledge and agree that the Linked Sites are not owned or controlled by us and that they operate under their own privacy policy that is different from the SSCFCU Privacy Policy. You understand and agree that at all times your relationship with any Third Party account provider is independent of us and your use of the Service.

We will not be responsible for any acts or omissions by the financial institution or other providers of any Third Party account, including without limitation any modification, interruption or discontinuance of any third party account by such provider.

### 8. Amendments

We reserve the right to change the terms under which the Service is offered in our sole discretion at any time. However, we will notify you of any material changes to these terms as may be required by applicable laws or regulations.

If an immediate change in the terms and conditions is necessary for security reasons, these terms and conditions may be amended without such prior notice. In most cases, you will receive notice online. However, we reserve the right to notify you by email or conventional mail, at our discretion. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to the terms and agree to be bound by this Agreement, as amended.

Further, we may revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

### 9. Privacy and Security

We regard your privacy and security with the utmost importance and are committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you certain personal information regarding your accounts and financial relationships at the time of enrollment.

We will collect only such information as you knowingly provide to us or specifically authorize us to obtain on your



## Online | Mobile Banking Service Agreement and Disclosure

behalf. Our priority is to keep this information secure and to use it only as you authorize us. This information is necessary to create your user profile, which allows you to access the Service.

### 10. Use of Content

Subject to our Privacy Policy, you agree that we may use, copy, modify, display and distribute Content in order to provide the Service and, to the extent applicable, you hereby give us a license to do so.

### 11. No Waiver

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

### 12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (to the extent not preempted by Federal law), without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of the Agreement will continue to be in full force and effect.

### 13. Captions

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

### 14. Assignment

You may not assign your accounts or this Agreement to any other party.

### 15. No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to us that you will not use it for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the services or interfere with any other party's use and enjoyment of the Service.

You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

You agree that we may revoke use of the Service if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the account belonging to you.

Further, you agree that, if we are notified that you have included us in filing of a petition of bankruptcy, we may revoke or refuse to grant you access to the Service.

### 16. Indemnification

Except and only to the extent as such obligation may be limited by law, you agree to indemnify, defend and hold harmless SSCFCU, its affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity.

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or punitive damages of any kind resulting from the use of or the inability to use the Service, any inaccuracy of any information retrieved by us, any breach of security caused by a third party, any transactions entered into based on the Service, any loss of, unauthorized access to or alteration of a user's transmissions or data or for the cost of procurement of substitute goods and services, including but not limited to, damages for loss of profits, use, data or other



## Online | Mobile Banking Service Agreement and Disclosure

intangibles, whether in an action in contract or tort or based on a warranty or any other legal theory, even if we had been advised of the possibility of such damages. Further, in no event shall our liability and the liability our affiliates and third parties, in aggregate, exceed the amounts paid by you for the services provided to you through the Service.

### 17. Proprietary Rights

You acknowledge and agree that we own all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile any of our service or technology.

### 18. Disclaimer of Warranty

We make no warranty of any kind, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose or non-infringement, in connection with the Service provided under this Agreement. Further, we make no warranty or representation regarding the results that may be obtained from the use of the Service, the accuracy or reliability of information retrieved by us from the third party accounts or that the Service will meet any user's requirements to be uninterrupted, timely, secure, or error free.

We are not responsible for failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, bugs, errors, configuration problems or incompatibility of computer hardware or software, failure or unavailability of internet access, problems with internet service providers, problems or delays with intermediate computer or communications networks or facilities, problems with data transmission facilities, your telephone service or any other problems you experience due to causes beyond our control.

You understand and agree that the Service is provided "as-is." We assume no responsibility for the timeliness, deletion, mis-delivery 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.

### 19. Data Retention

We retain transaction history in the Service for a period of time to be determined at the sole discretion of the Credit Union and/or applicable laws or regulations.

### 20. Consumer Liability

Tell us AT ONCE if you believe your Login Credentials have been lost or stolen, or if you believe that any banking transaction (e.g. electronic funds transfer) made online or via a mobile device has been made without your permission. Contacting us by telephone is the best way of keeping your possible losses to a minimum.

If you contact us within two (2) Business Days after you learn of the loss or theft of your Login Credentials, you can lose no more than \$50.

If you do NOT contact us within two (2) Business Days after you learn of the loss or theft of your Login Credentials, AND we can prove you could have stopped this activity, you could lose as much as \$500.

You must report any unauthorized withdrawals or transfer(s) that appear on your periodic statement within 60 days of SSCFCU sending you the statement to avoid liability for subsequent transfers. If you fail to do so, your liability shall not exceed the amount of the unauthorized withdrawals or transfers that occur after the close of the 60 days and before notice to SSCFCU, and that we establish would not have occurred had You notified us within the 60-day period. You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such



## Online | Mobile Banking Service Agreement and Disclosure

survivability in these provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

### 21. Miscellaneous

You represent and warrant that you are who you claim to be, that the Content you provided is complete and accurate and you are the rightful owner of your Third Party Accounts. In addition, you represent and warrant that you may rightfully authorize us to access the Third Party Accounts. You understand that we are not responsible or liable if your financial institution's or any other provider of Third Party Accounts system "goes down" or if they have any system failures and we are unable to retrieve information on your behalf.

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

## B. Mobile Banking

### 1. Service Description

Eligible Members can enroll in Mobile Banking, which allows you to access your account and perform select financial transactions and other activities from a mobile device either via the mobile application or through a web browser. These activities may include viewing account information, savings goals and budgets, bill payment, mobile deposits, transfers, and ATM locator services.

Logging in to Mobile Banking may only be completed after a successful enrollment to the Service via your device (mobile or computer) using one of the methods of Multi-factor Authentication or layered security mentioned above.

Please refer to the corresponding sections of this agreement for Terms and Conditions for use of Mobile Banking services.

We are not responsible for fees or charges from your mobile phone/device provider. Wireless carrier fees may apply.

## C. eStatements and eNotices

### 1. Service Description

eStatements and eNotices refer to a service where you can obtain, view, print or copy/download periodic (monthly/quarterly) statements and applicable account notices online.

Statements and notices are available for a period of the most recent 18 months. You can request statement copies if necessary for a fee (refer to the Schedule of Fees and Charges). Each month/quarter (and every day that a new notice is available), an email notification will be sent advising of the availability of a statement or notice.

### 2. Consent to Online Delivery of Account Statements and Notices

You affirmatively consent to receiving statements and notices online. This means that you agree to permit us to provide disclosures, eStatements and eNotices, and any other applicable account notifications in electronic form, instead of or in addition to providing such statements and notices and disclosures in other form.

If you would prefer to receive statements and notices by conventional mail only, you may unsubscribe either via online banking or by contacting us. It may take as long as 45 business days from our receipt of notice of cancellation for you to receive the next monthly/quarterly printed mailed statement, with all subsequent printed and mailed statements arriving monthly/quarterly thereafter.

### 3. Terms and Conditions



## Online | Mobile Banking Service Agreement and Disclosure

### **a. Access and Security**

Access to eStatements and eNotices will be by means of your Login Credentials for the Service.

### **b. Hardware and Software Requirements**

To open and view eStatements or eNotices or any other document sent by us, your computer/device must be able to receive, present and store documents in portable document format (PDF). The latest version of Adobe Reader® software that will enable you open and view PDF documents can be downloaded at [adobe.com](http://adobe.com).

By agreeing to accept statements and notices online, you represent and demonstrate that you have the necessary equipment and software to view, access, read, download, print and store the eStatements and eNotices.

### **c. Notifications**

Email or Secure Message is the primary communication method for this service. Therefore, you must notify us of any change in your email address. We are not responsible for requests not received. If an email address becomes no longer valid, notifications will not be received, nor will paper statements or any applicable notices to the mailing address on record.

## **D. Transfers**

### **1. Service Description**

This Agreement describes the various types of transfers that are available within the Service and the rights and responsibilities concerning these transactions, including rights under the Electronic Funds Transfer Act implemented in Federal Reserve Board Regulation E.

Transfers through the Service that affect savings accounts are subject to the Federally-mandated limitations on withdrawals and transfer transactions described in the "Truth-In-Savings Disclosure".

After every transfer is successfully initiated, a status or confirmation message appears.

Documentation of transfers will be reflected on periodic statements, as required by applicable rules.

### **2. Transfers between SSCFCU Accounts ("Internal Transfers")** Internal Transfers refer to the transfers made from one of your Eligible Accounts to another Eligible Account. Internal transfers may be one-time, recurring, or scheduled for a future date. Transfers that are not scheduled for a future-date occur immediately and cannot be cancelled.

If a recurring or future-dated internal transfer fails for a reason other than insufficient funds in your Eligible Account from which the funds are being transferred, we may try again to complete it and you may be notified of the failure and further transfer attempts. If the internal transfer fails due to insufficient funds, you will not be notified.

### **3. Transfers between SSCFCU Accounts and Other U.S. Financial Institutions ("External Transfers")** External transfers refer to transfers made to/from your Third Party Accounts at another U.S. financial institution and preauthorized debits and credits initiated by you. They are processed through the Automated Clearing House (ACH) on Business Days and may take up to 3 (three) business days to process. Automated Clearing House system is used if we receive an ACH entry into your account. ACH credit entries will be governed by the rules of the National Automated Clearing House Association (NACHA), which states that the ACH credit entry shall be governed by and construed in accordance with the laws of the State of Connecticut.

### **4. External Transfers Definitions**

**Draw Account** refers to the account that funds will be withdrawn from.

**Receiving Account** refers to the account that funds will be deposited into.

**Send Date** refers to the date the transfer is requested to be sent.

**Third Party Account** refers to your account at another U.S. financial institution, referenced through this Service.



## Online | Mobile Banking Service Agreement and Disclosure

### 5. External Transfers Terms and Conditions

In order to initiate transfers to/from your accounts at other U.S. financial institutions, you will be required to provide account information for your Third Party Accounts, including, but not limited to, the financial institution's name, ABA/routing number, account type, and your account number(s).

You acknowledge that if we are able to recognize that you provided us with incorrect or incomplete information, we may make reasonable efforts to contact you to remedy the situation. However, you agree to accept full responsibility for any losses resulting from any such errors.

You may be required to provide proof of ownership of any Third Party Account to or from which you are requesting a transfer of money.

We may require you to demonstrate your ownership of a Third Party Account by means of trial deposits. Trial deposits involve us making one or two low value payment(s) (usually less than \$1.00) and one withdrawal of such funds. You are then required to report certain details of such transactions to confirm your account ownership. Your funds are not used for the trial deposits. You will be asked to confirm the amount of the trial deposits in order to verify proper account setup. No external

transfer can occur without this verification. Each external transfer made with an eligible Stepping Stones Community Federal Credit Union savings account will, if applicable, count toward the monthly transaction limit for your account. SSCFCU reserves the right to require you to use other methods to prove your ownership of a Third Party Account. You agree that we have the right to collect funds from any/all of your SSCFCU accounts, including the available balance on your line-of-credit accounts or any of the overdraft services applicable to your accounts, to provide the funds for any transfers that have been requested by you. This includes accounts on which you are the primary owner, as well as accounts on which you are the joint owner.

We are not responsible for any holds on funds placed by other financial institutions. We will not notify you in the event an external transfer fails due to insufficient funds. The terms and conditions for the account types offered by us are stated in the "Truth-In-Savings and Other Account disclosures" apply (e.g., number of monthly transactions allowed on a particular account) and you hereby acknowledge and agree that they are incorporated herein by reference.

### 6. Cancellation of External Transfers

Future-dated and recurring external transfers may be cancelled as long as they are cancelled prior to the Send Date.

### 7. Processing of External Transfers

The withdrawal will be initiated on the same Business Day the credit is initiated. If the transfer funds are not available in the Draw Account for any reason, the entire transaction will be either canceled or reversed from the applicable account(s). We will not be responsible for restrictions enforced by any other financial institution. Standard transaction limits are defined below.

Service	Daily Limit
Daily Electronic Payment	\$2,000.00
Daily Paper Draft	\$5,000.00
A2A Daily Debit Limit	\$500.00
A2A Daily Credit Limit	\$500.00
P2P Daily Limit	\$500.00
Portal Pay	\$500.00



## Online | Mobile Banking Service Agreement and Disclosure


### 8. Termination of External Transfers

We may terminate use of External Transfers at any time, at our sole discretion. Incidents of transactions that are returned for a closed and/or invalid account, external transfers for which you are not the owner, and repeated incidents of non-sufficient funds may result in termination of External Transfers or the Service.

While you may request a reinstatement by contacting us, we reserve the right to grant or deny reinstatement. If, at any time, you wish to discontinue your use of External Transfers, all pending transactions must either be canceled or completed prior to the termination. Once your External Transfer service with us has been terminated for any reason, you will have no further right or access to use it and we will not access your Third Party Accounts thereafter for any reason.

### 9. Fees for External Transfers

You may be subject to SSCFCU fees or fees from other institutions for incidents of insufficient funds or other miscellaneous fees associated with any external transfer. Refer to the Schedule of Fees and Charges for a complete list of fees and charges.

Fees, if applicable, will be debited from any SSCFCU account at the time the draw is made. You authorize us to deduct any/all fees at the time the transfer is initiated. If we are unable to collect the applicable fees due to insufficient funds, you authorize us to debit any of your accounts held at the Credit Union and/or take any means necessary to collect the fees.

### 10. Error Resolution and Disputes

Refer to the Error Resolution section of this Agreement. If you believe that any transfer has been made without your permission, contact the Member Service Department immediately to protect your rights and limit your potential liability.

## E. Bill Payment

### 1. Service Description

You may pay bills via the Bill Payment Service by electronic means or paper check based on availability to eligible payees located in the United States within established Bill Payment Service limits. You must have a checking account in order to use the service. This service may be accessed either online or via your mobile device.

### 2. Definitions

**Cutoff Time** refers to 6:00 p.m. Eastern Standard Time (EST on any Business Day).

**Deliver On Date** refers to the date in which your bill payment transaction will be delivered to your chosen Payee and your account will be debited.

**Payee** refers to the vendor/biller, person or entity to which you wish a bill payment to be directed.

**Payment Instructions** refers to the information provided by you for a bill payment to be made to your Payee (e.g., payee name, account number, payment amount, and/or payment date).

**Payment Account** refers to your checking account. Should the account not have sufficient funds or be overdrawn when a bill payment is scheduled the payment will not be processed.

**Payment Service and Bill Payment Service** refer to the Bill Payment Service.



## Online | Mobile Banking Service Agreement and Disclosure

**Send On Date** refers to the Business Day of your choice upon in which you want your bill payment to be made and the date your payment will be processed.

By providing the Bill Payment Service with the payee names and account information, you authorize the Bill Payment Service to follow the Payment Instructions that it receives from you. When a Payment Instruction is received by the Bill Payment Service, you authorize it to debit your designated Payment Account(s) and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as reasonably possible.

### 3. Payment Processing

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by paper check. The method of payment depends upon the processing method that can be accommodated by the Payee (e.g., some Payees are unable to accept electronic payments). You will be notified to allow three (3) to five (5) Business Days for payment processing at the time payments are established. Payments made through the Bill Payment Service will appear on periodic statements. Payments and transfers from your Payment Account may be processed in four different ways:

- **Today:** If you designate a bill payment as a "Today" transaction, the Send On Date will be the same Business Day if requested prior to the Cutoff Time. Payments will be deducted from your Payment Account on the Deliver On Date. "Today" payments may not be changed once they are no longer in the "Payment Outbox."
- **Future:** If you designate a payment as a "Future" transaction, you may request that the transaction be made on a future date. You will only be able to establish payments with a Send On Date that is a Business Day. "Future" transactions may be canceled or changed as long as they are in a pending status.
- **Recurring:** If you designate a payment as a "Recurring" transaction, you may request that the transaction be made in the same amount to the same Payee or account on a specified regular, periodic basis. You will designate a "start" and "end" date. You will only be able to establish the initial recurring payment with a Send On Date that is a Business Day. "Recurring" transactions may be canceled or changed as long as they are in a pending status. You may only establish a single recurring payment to the same Payee.
- **Automatic:** If you receive ebills for specific payee(s), you can designate an automatic payment rule to pay the bill or a portion of the bill. Sufficient and available funds must be available by 6:00 p.m. EST of the night before the Send On Date, but will be deducted from your Payment Account by the Delivery On Date. "Automatic" payments may only be changed if they are in a pending status.

### 4. Ebills (Electronic Bills)

By enrolling in ebills, you are authorizing the Payee/biller that offers this option to transmit your bill and are authorizing us to display your bill within the Service. Important: Your enrollment in ebills will generally result in the termination of any existing bill in paper form that you are receiving currently.

The ebill setup process may take a full billing cycle to process. There are two types of ebills, direct and indirect, which may have different setup requirements based upon what the individual Payee. Direct ebills do not require any payee website login information. For indirect e-bills, the Bill Payment service collects login credentials to the Payee site during the ebill setup process. We are not responsible for ebills that do not arrive, you cancel, or late payments as a result of late/missing electronic or paper bills.

You authorize us to provide your email address and other required information to each Payee-biller you specify in order to set up and maintain the ebill feature for you. You agree to abide by all terms and conditions and other requirements by the Payee-biller, including as all may be updated from time to time.

### 5. Stopping or Modifying Online Bill Payment Payments

Payments designated as "Today" transactions cannot be stopped, canceled, or changed once they are being processed.



## Online | Mobile Banking Service Agreement and Disclosure

Stop payments are only applicable to payments made by paper check that have not yet cleared. In order to request a paper check stop payment, you must contact the Member Service Department. If the stop payment can be processed, a credit to your Payment Account will be processed within three (3) Business Days from the stop payment request date. You are responsible for completing any/all modifications to payments, payees, etc. If we do not properly complete a stop payment on a bill payment made by paper check on time according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable if the information provided to us to process the stop payment order is incorrect or the fault lies with the member. There may be other exceptions deemed applicable by us.

### 6. Documentation of Payments

After every payment is made, a confirmation with reference information will be viewable through the Service. In addition, information about your payments will be reflected on your periodic statements.

### 7. Terms and Conditions

#### a. Payments and Payees

You are responsible for all bill payments authorized through use of your Login Credentials. If you do permit other persons to use the Bill Payment Service by providing your Login Credentials in violation of this Agreement, you are responsible for any/all transactions they authorize.

All payments you make through the Bill Payment Service will be deducted from your designated Payment Account. Any payment you wish to make must be payable in U.S. Dollars. Each Payee must appear on the Payee list you create with us and the account you are paying must be in your name.

You authorize us to choose the most effective method to process your payments. You will receive a transaction confirmation number for each properly instructed payment.

You must allow sufficient time for the Payee to receive and process the payment before the payment due date (the due date shown on your invoice or provided in your agreement with Payee, not taking into account any grace period provided by the Payee). You will assume full responsibility for all late fees, finance charges, or other actions taken or imposed by Payee. **IMPORTANT:** Payments may take up to ten (10) Business Days to reach the Payee, as they could be sent either electronically or by paper check. We are not liable for any service or late charges levied against you for late payments.

Both a written and email notice will be sent to you of transactions we are unable to process because of insufficient or unavailable funds or any other return reason. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment. Returned payments will be canceled and will prevent you from making additional payments until resolved. Generally, the Bill Payment Service is reinstated five (5) Business Days after payment is received from you.

#### b. Returned Service Transactions and/or Overdrafts of Your Payment Account

By using the Bill Payment Service, you are requesting payments to be made for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (e.g., insufficient funds), the transaction may not be completed.

In some instances, you will receive a return notice from us. In these cases, you agree that normal account fees will be charged to your account in accordance with our established and published fee schedule. By enrolling for and using the Payment Service, you agree that we have the right to collect funds from all of your accounts, the available balance on your line-of-credit accounts or any of the overdraft services associated with your account, to recover funds for all payments that have been requested to be paid by you. This includes accounts on which you are the primary owner, as well as accounts on which you are the joint owner.

### 8. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the payments you make **ONLY** in the following situations:



## Online | Mobile Banking Service Agreement and Disclosure

- If we return transfers or payments made from your Payment Account which are drawn on insufficient funds or if we are unable to complete an electronic payment because of insufficient funds; or
- Where it is necessary for completing payments; or
- In order to verify the existence and condition of your Payment Account to a third party, such as a credit bureau or merchant; or
- To a consumer reporting agency for quality assurance survey/research purposes only; or
- In order to comply with a governmental agency or court order; or
- If you give us your written permission; or
- Pursuant to our Privacy Policy

Other situations as noted in this Agreement, or at our sole discretion

### 9. Service Limitations

We reserve the right to refuse to pay any Payee to which you may direct a payment. We will notify you promptly if we decide to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories, or any other payments which are prohibited under this Agreement.

The following payment types are prohibited through the Bill Payment Service:

- Payments to Payees outside the United States or its possessions/territories;
- Other categories of prohibited Payees that we may establish from time to time;

### 10. Suspension and Termination of Service

In the event you wish to discontinue usage of the Bill Payment Service, you must contact our Member Service Department at least ten (10) Business Days prior to the actual service discontinuation date. We reserve the right to temporarily suspend the Bill Payment Service in the event that there are insufficient funds in your Draw Account to pay your scheduled bill payments.

### 11. Fees

Standard account fees (where applicable) will continue to apply. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## F. MOBILE DEPOSIT

Mobile Deposit is designed to allow you to make deposits of checks to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information to us or our processor with your Mobile Device. After you login to Mobile Banking, you may apply for Mobile Deposit.

### Limits.

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The limits that we will apply when using this service are listed below.

- The maximum Mobile Deposit Daily Limit is \$2,500.
- The maximum Mobile Deposit 30-day limit (last consecutive 30 calendar days) is \$ 7,500

**Eligible items.** You agree to scan and deposit only checks (i.e. drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will not use Mobile Deposit to deposit:



## Online | Mobile Banking Service Agreement and Disclosure

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed over to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

**Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the “trailing edge” (left side edge on back), although we may accept endorsements outside this space. Your endorsement must include your signature and the written words “For Mobile Deposit Only” above or below the signature. We reserve the right to reject any check that lacks the proper endorsement.

Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

**Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as deposits & under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive. Following receipt, we may process the image by preparing a substitute check; or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

**Original Checks.** After you receive confirmation that we have received an image, you must securely store the original check for 60 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it VOID; and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

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

**Returned Deposits.** Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit 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 original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.



## Online | Mobile Banking Service Agreement and Disclosure

**Your Warranties.** You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

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

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

**Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs.

**Funds Availability.** For purposes of funds availability, Mobile Deposits are considered deposited at a branch of ATM of this financial institution. Mobile Deposits confirmed as received before close of business on a business day will be credited to your account within 24 hours of receipt. Deposits confirmed received after close of business, and deposits confirmed received on holidays or days that are not business days will be credited to your account within 24 hours of the following business day. Funds will be available as described in our Funds Availability Disclosure

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

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Intuit, Inc. and Verifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

**Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and



## Online | Mobile Banking Service Agreement and Disclosure

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 the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Intuit, Inc. (Intuit) and Allied Payment Network, Urban FT, Sharetec, and Northern Data Systems and hold harmless Intuit, Allied Payment Network, Urban FT, Sharetec, and Northern Data Systems 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 SSCFCU's or the member's use of the Services, Allied Payment Network, or Intuit Applications, unless such claim directly results from an action or omission made by Intuit or Allied Payment Network in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

### G. Error Resolution

In the event of a dispute regarding the Service, you and Stepping Stones Community Federal Credit Union agree to resolve the dispute

by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and SSCFCU which supersedes any proposal or prior agreement, oral or written, and any other communications between you and SSCFCU relating to the subject matter of this Agreement. In the event of a conflict between the terms of this Agreement and any verbal representation or interpretation by one of our employees, the terms of this written Agreement shall control. In case of errors or questions about any of your electronic transactions, or if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, contact us no later than

<sup>a</sup>60 days after we sent the FIRST statement on which the problem or error occurred.

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

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### H. Limits of Liability

This Agreement sets forth our entire liability and your exclusive remedy. In no event shall we be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software and/or the Service.

We shall not be responsible for any loss or damage caused by our Online and Mobile Banking Service. Nor shall we be responsible for any late fees, direct, indirect or consequential damages arising from the use or maintenance of these Services. Services are provided "as is" without any warranty of any kind, either expressed or implied, including but not limited to the implied warranties of fitness for a particular purpose or warranties of



## Online | Mobile Banking Service Agreement and Disclosure

merchantability.

### 1. Payments/Transfers

We will use commercially reasonable efforts to make all your payments and transfers properly. However, we shall incur no liability if unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the payment or transfer, or the transfer would exceed the credit limit of your overdraft account or any other overdraft service(s) associated with your account;
- The Payment Service is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- The Payee/recipient mishandles or delays a payment sent through the Payment Service;
- You have not provided the Payment Service with the correct names, phone numbers, or account information for those payees/recipients to whom you wish to direct payment or transfer funds;
- If the transaction is prevented by the policies, rules or limitations imposed by us, from time to time, such as minimum deposit requirements or verification and collection of deposits;
- Circumstances beyond our control such as, but not limited to, fire, flood, or interference from an outside force prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances;

Other exceptions set forth in this Agreement or as deemed applicable by us.

### 2. Deposits

We will use commercially reasonable efforts to post your deposits properly to the account indicated when you use the Service properly and comply with these terms and conditions. However, we shall incur no liability if we are unable to complete a deposit instruction initiated by you through the Service because of any one or more of the following circumstances:

- Member error.
- Member failure to comply with these terms and conditions.
- If your equipment or software was not working properly and you knew about the malfunction when you started the transaction.
- The Service has been suspended or terminated for cause.
- You have not provided complete or correct information.

Circumstances beyond our control (e.g. fire, flood or interference from outside sources) prevent processing of the deposit despite reasonable precautions on our part.