Digital Banking Service Agreement

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This Digital Banking Services Agreement covers your and our rights and responsibilities concerning your Online and Mobile Banking, Online Bill Payment, Digital Banking Mobile Deposit (collectively "Digital Banking Services") offered to you by First Credit Union. By signing an Account Card or using any Digital Banking Service, you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through any channel involving your accounts at the Credit Union, excluding personal Digital Banking Mobile service transactions. If the account accessed by the EFT service is held by a business member or the services used for business purposes it is considered a business account in this Agreement. In this Agreement, the words "you" and "yours" mean the account holder and any authorized users. The words "we," "us," and "our" mean the First Credit Union ("Credit Union").

1. ONLINE & DIGITAL BANKING SERVICES

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

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

- Transfer funds between checking, savings, and loan accounts with us.
- Obtain account information related to checking, savings, or loan account regarding current balance, history, interest, rates, payroll and automatic deductions.
- Make loan payments from any checking or savings account to a loan account with us.
- Make payments to merchants (payees) using bill payment.

Transactions involving the accounts you have with us are addressed by the Member Service Agreement (MSA) for consumer accounts and the Business Service Agreement (BSA) for business accounts, whereas transactions involving a loan are addressed by the applicable loan agreement(s).

c. Service Limitations.

Transfers. We may limit the number of certain types of withdrawals from some accounts, as described in "Our Rates & Service Charges." 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.

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 "Funds Availability of Deposits."

Use of Digital Banking Services. You accept responsibility for making sure that you understand how to use Digital Banking before you actually do so, and you use Digital Banking in accordance with the instructions provided. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Digital Banking software application. In the event we change or upgrade Digital Banking, you are responsible for making sure you 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 Digital Device.

If you authorize the use of biometric login (for example, fingerprint or retinal scan) for Digital Banking Mobile Service, 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 Mobile Service if you have authorized biometric login.

You may experience technical or other difficulties related to Digital Banking Mobile Service that may result in loss of data, personalization settings or other Digital Banking Mobile Service 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 Mobile Service. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network that you utilize to access Digital Banking Mobile Service. Financial information shown on Digital Banking Mobile Service reflects the most recent account information available through Digital Banking Mobile Service, and may not be current. You agree that we are not liable for delays in updating account information accessed through Digital Banking Mobile

Service. We are not responsible for any actions you take based on information accessed through the Digital Banking Mobile Service app that is not current. If you need the most current account information, you agree to contact us directly.

Relationship to Other Agreements. You agree that when you use Digital Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider. You agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Digital Banking, you will contact us directly. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Digital Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Digital Banking. You agree to exercise caution when utilizing the Digital Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Digital Banking reflects the most recent account information available through Digital Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

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

User Conduct. 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.

2. BILL PAYMENT SERVICES.

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

You or any authorized account signers may use your Bill Payment service or Digital Banking service to perform the following transactions:

- Make loan payments from any checking account to a loan account with us.
- Make payments from any checking account to another financial institution.
- Pay bills from any checking account with us.

Please note that if payment to a payee is made by check, the check may be processed and debited from your account before the scheduled payment date.

b. Bill Payment Transactions. You authorize the Credit Union to process a Bill Payment from your designated account. You may use the Bill Payment service to initiate three different types of payment transactions:

- "On demand" payments are payments that are not reocurring. You set up the payment date and amount each time you wish to make a payment to the payee. You may cancel or edit a payment if the status is pending.
- "Future" payments are payments that you initiate by setting the payment amount and due date. You may cancel or edit a payment if the status is pending.
- "Recurring" payments are payments that are recurring on a fixed due date and at a fixed amount. You have an option in the Bill Payment system to set automatic payments to continue indefinitely or until a set maturity date. You may cancel or edit a payment if the status is pending.

c. Authorized Payments. When you transmit a Bill Payment instruction to the Credit Union, you authorize the Credit Union to transfer funds to make the Bill Payment transaction from your designated checking account. The Credit Union will process Bill Payment transfer requests only to those payees the Credit Union has designated in its user instructions and such payees as you

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

d. Processing Payments. The amount of your requested Bill Payment will be deducted from your account on the scheduled debit date and will be posted within two (2) business days of the date the payment is transmitted to the payee. You will receive a confirmation number at the time of each transaction. Therefore, you must have sufficient funds available to cover your payment on the scheduled initiation date. Transactions may not exceed your available balance on any payment. Other dollar amount limits may apply. Contact First Credit Union for potential dollar amount limits to services offered. Bill Payment are delivered to the payee either electronically, which may take up to five (5) business days from the scheduled debit date, or by check (to those payees not set up to accept electronic payments, including individuals), which may take up to seven (7) to ten (10) business days from the scheduled debit date. It is your responsibility to schedule your Bill Payment in such a manner that your obligations will be paid on time. You should enter and transmit your Bill Payment instructions at least ten (10) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely Bill Payment authorization

We will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided we receive the payment request before the cutoff time set by us, which is currently 1:00 P.M. Arizona Time. Variable bill requests received after the business day cutoff time, or anytime on a non-business day will be processed on the next business day. We reserve the right to change the cutoff time by giving you notice of the changes. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, the system calculates a process date for the next occurrence of the payment. If the calculated process date is a non-business date (usually weekends and Federal holidays), it is adjusted based upon the following rules: (i) if the recurring payments Pay Backward option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date, or (ii) if the recurring payment Pay Backward option is not selected (or if the Pay Backward option is not available), the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date. For recurring payment requests, if you designate a processing date of the 28th through the 31st of a month, processing will be initiated on the last calendar day of the month. Otherwise, recurring payment requests will be processed on the next business day.

e. Gift Pay-E Service. Gift Pay-e is an additional service included with the Bill Pay service. You may also make charitable donations with this service. There is a fee of for each gift check or donation that you authorize as set forth on the Fee Schedule. This fee will be charged on the day the Gift Check or donation transaction is processed and will appear on your checking account statement. Gift checks will be generated by Bill Pay and we will assign a check number to your gift check. The check will be debited from your account. The processing of the check will not occur until the recipient of the gift check cashes the check. Your checking account statement will reflect the amount once the check is processed. You can stop or change an order prior to the cut-off time on the processing date scheduled for the gift. After the gift or donation has been processed and mailed on the processing date, you cannot change or stop the order through your Bill Pay interface. To stop a gift check after the processing date, please contact Bill Pay Subscriber Services at 866-841-1313 before contacting your credit union. You will need the check number of the gift check that you need to stop payment on to facilitate the stop payment.

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

- designated by the Office of Foreign Asset Control as being a prohibited payee
- having an address outside of the United States (except for APO)
- court-ordered payments such as alimony, child support, speeding tickets, etc.
- tax entities
- collection agencies

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

g. Canceling or Changing Bill Payment. Payments designated as “on demand” transactions cannot be stopped, canceled, or changed once your Bill Payment session has ended. You may cancel or stop payment on future and recurring Bill Payment instructions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e., payment date or payment amount) for a Bill Payment you have already scheduled for transmission through the Bill Payment service, you may electronically edit or cancel your payment request through the Bill Payment service. Your cancellation request must be entered and transmitted through the Bill Payment service before the date you have scheduled for payment. If your request is not entered in a timely manner, you will be responsible for the payment.

h. Stop Payments. The Credit Union’s ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after

a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Credit Union at 480.756.5500. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable Fee Schedule.

3. ATM & VISA® DEBIT CARD SERVICES.

ATM Transactions. You may use your Card and personal identification number (PIN) at Automated Teller Machines (ATMs) of our Credit Union, Plus, Co-op, Pulse, and Visa, and such other machines or facilities as we may designate. At the present time, you may use your Card to:

- Withdraw cash from checking or the primary savings account with us.
- Make deposits to checking or the primary savings account with us.
- Transfer funds between checking and the primary savings accounts with us.
- Make inquiries on checking and the primary savings account with us, including current balance, recent deposits, and recent withdrawals.

ATM Limits. Cash withdrawals from ATMs can be made five times per day. You may withdraw up to $750 (if there are sufficient funds in the account) per business day. For purposes of determining whether you have reached the daily limit, a day ends at midnight. Friday, Saturday, Sunday, and holidays are considered as one business day for the purposes of this limit.

Visa® Debit Purchases. There is no limit on the number of Visa Debit Card purchase transactions you may make during a statement period. However, there are daily transaction frequency limits of twenty-five (25) per day for PIN and signature-based transactions. Visa purchases are limited to the balance available in an account. In addition, you may not make more than $3,500 in POS purchases in one day. We reserve the right to refuse any transaction that would draw upon insufficient funds or require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may have with merchandise or services received using the Visa Debit Card. We are not responsible for any damages, liability or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

4. EXTERNAL TRANSFER SERVICES.

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

b. Definitions.

"ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

"Transaction Account" is a transaction account (checking or other direct deposit account, credit card account, or debit card account, including any required routing information) from which your payments as a Sender will be debited, any Service fees will be automatically debited, or to which payments and credits to you will be credited.

"Transfer Instruction" is the information provided by the Sender to the Service for a transfer or payment to be made to a Receiver (name, mobile telephone number, email address, and financial institution account and routing number information, etc.).

"Receiver" is a person or business entity that is sent a payment transaction through the Service.

"Sender" is a person or business entity that sends a payment transaction through the Service.

c. Pay-a-Person Payments Service. The Pay-a-Person Service enables you to use the Credit Union Digital service: (1) to initiate a payment transaction from your Credit Union transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment transaction from another person into your Credit Union transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Person-to-Person Service payment transactions, other Payment Networks may be used to facilitate the execution and transmission of payment transactions. All payment transactions must be made through the Digital service and are subject to the terms of this Agreement. Receipt of payment transactions may be made through the Credit Union Digital service subject to the terms of this Agreement.

Initiation of Payment Transactions. You may initiate (a) a one-time payment transaction to a Receiver for which processing shall be initiated immediately, or (b) a recurring series of payment transactions to a Receiver for which processing shall be initiated on the specified dates. Payment transactions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Transaction Account, necessary to complete an ACH Network transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address or mobile telephone

number) and the Person-to-Person Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Person-to-Person Website and then (ii) provide Transaction Account information in order to complete the payment transaction.

You understand and agree that when you initiate a payment transaction from a Transaction Account using the Person-to-Person Service, the processing of the payment transaction will begin and the debiting of your Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Transaction Account no earlier than the next Business Day after you initiated the payment transaction. If you request a one-time payment transaction to be initiated on a specified date or a recurring series of payment transactions to be initiated on specified dates, then the processing of the payment transaction will begin on the specified date and the debiting of your Transaction Account will occur as early as the specified date(s).

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

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

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

Receipts and Transaction History. You may view your transaction history by logging into the Digital Banking and viewing your transaction history.

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

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

- Payments to or from persons or entities located in prohibited territories;
- Payments that violate any law;
- Payments for donations or payments to an unauthorized charity or non-profit organization
- Payments that violate any terms in this Agreement; and
- Payments related to tax or court ordered obligations, gambling, any unlawful activity, or any objectionable purpose as we reasonably determine.

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

d. Account-to-Account Transfer Service. The Account-to Account Service enables you to transfer funds: (i) between your Credit Union accounts that you maintain with us; and (ii) between your First account(s) that you maintain with us and your Account(s) that are maintained by other financial institutions.

Transfer Authorization and Processing. You represent and warrant that you are the sole owner (and not a joint tenant) of your Credit Union account (Transaction Account) and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts. You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds.

Transfer Methods and Amounts. We may, at our sole discretion, impose limits on the amount of money you can transfer through our Account-To-Account Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

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

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

Failed or Returned Transfers. In using the Account-To-Account Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; (c) You may be assessed a fee by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account agreement with us; (d) You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit; and (e) You will reimburse us for any fees or costs we or they incur in attempting to collect the amount of the return from you; and, (e) We are authorized to report the facts concerning the return to any credit reporting agency.

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

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

Your Responsibilities for Accurate Information. Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

e. CardSwap Payments. We provide a Card Payment Service (CardSwap) that allows you to link your Credit Union accounts (Consumer, Health Savings Account or Business Debit Card or Consumer or Business Credit Card) to certain third-party service providers ("Payees") by accessing your accounts on such Payees' websites and online services ("Payee Sites") via the Card Payment Service. The Card Payment Service allows you to add or swap your payment card used to make payments thereby making payments from a single funding account.

Payee Account Information. In order to use CardSwap, you will need to link your Debit or Credit Card on Payee Sites to CardSwap by providing Us with the information necessary to access such accounts (such as account usernames and passwords) ("Payee Account Information"). You hereby authorize Us to use and store your Payee Account Information and to access your accounts on Payee Sites to provide CardSwap Service to you and to configure CardSwap so that it is compatible with the applicable Payee Sites. You represent and warrant to us that you are the legal owner of any accounts on Payee Sites that you access via CardSwap and that you have the authority to allow Us to access your accounts using your Payee Account Information on your behalf.

Funding Account. If you use CardSwap, payments will be paid using funds from your Credit Union Checking Account linked to your Consumer, Health Savings Account or Debit Card or Business Credit or Debit. ("Funding Account"). By initiating a payment through CardSwap, you authorize Us to charge the Funding Account linked to your Payment card(s) that you designate to pay such bill. You represent and warrant that you have the right to authorize Us to charge the Funding Account for payments you initiate using CardSwap. You agree to maintain a balance or available credit limit in each specified Funding Account that is sufficient to fund all payments made using the Debit or Credit Card linked via CardSwap. If for any reason the Payee is unable to access funds from the specified Funding Account to make a payment transaction you initiate (for example, non-sufficient funds, restricted, expired, or closed Debit or Credit Card, exceeding maximum limits of Debit or Credit Card), the transaction may not be completed. We are not responsible for any overdraft fees, over-the-limit fees, or insufficient fund charges (including finance charges, late fees, or similar charges) that result from your failure to maintain a balance or available credit in a Funding Account that is sufficient to fund the payments you initiate using the Debit or Credit card linked via CardSwap.

5. DIGITAL BANKING MOBILE DEPOSIT SERVICES.

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

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

- your account has been negative for more than thirty (30) days,
- you have had multiple returns due to duplicate deposits of checks,
- physical mail or email from the Credit Union has been returned undeliverable,
- your account is dormant,
- your card services have been revoked
- the Credit Union has revoked or suspended your access to courtesy pay due to past performance,
- your loan or credit card account is delinquent more than thirty (30) days, or
- you are subject to backup withholding.

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

c. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits you may perform using Mobile Deposit, and to modify those limits at our discretion without prior notice to you. The Credit Union reserves the right to impose transaction and daily deposit limits.

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

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

- are payable or negotiated to a person(s) or entity other than you.
- contain obvious alterations to any of the fields on the front of the check, or which you know or suspect, or should have known or suspected, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- are dated in the future (postdated).
- are dated more than six (6) months prior to the date of deposit (stale dated).
- are payable to more than one party unless being deposited into an account owned by all payees.
- are drawn on a financial institution located outside of the United States.
- are not payable in US currency.
- are identified as non-negotiable.
- have been previously deposited.
- have been previously returned, such as for non-sufficient funds (NSF) or as Refer to Maker.

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

g. Responsibility for Endorsement. For all mobile check deposits, you must endorse the original paper check with your signature and write: "FOR MOBILE DEPOSIT ONLY TO FIRST CREDIT UNION" in the endorsement area. If you fail to provide this endorsement, we may refuse the deposit and return it to you. You agree to indemnify our Credit Union from any liability or loss to our Credit Union arising from the payment of the original paper check without such required endorsement.

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

i. Funds Availability. Holds on deposited items are set forth in the Credit Union's Funds Availability disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited by a Deposit service are considered received by the Credit Union when the checks have cleared and funds are available to the Credit

Union. You agree that the imaging and transmitting of checks does not constitute receipt by Credit Union. Acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a check or item does not contain errors or that funds will be available.

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

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

l. Returned Deposited Items. Any credit to your account for checks deposited using Mobile Deposit is provisional. For any check(s) that you transmit to us through Mobile Deposit that we credit to your account, in the event that the check(s) is dishonored, you authorize us to debit the amount of the check(s) from your account, plus any applicable fees as stated on our Fee Schedule. You will reimburse us for all loss, cost, damage or expense caused by or related to the processing of the returned check(s). We will notify you by email of the return, and will mail you substitute copies of the returned check(s). If the check(s) deposited are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent, or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you but that we may charge back the amount of the check, plus fees as stated on our Fee Schedule, and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been previously returned to you. We may debit any of your accounts to obtain payment for any check that has been rejected or returned, for any adjustments related to such check or for any warranty claim related to such check, whether or not the rejection, return, adjustment or warranty claim was made timely.

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

n. Indemnity to Credit Union and Service Providers. You agree to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses including reasonable attorneys' fees and expenses arising from your use of Mobile Deposit and or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to indemnify our technology partners, including but not limited to Q2 and Vertifi and hold harmless Q2 its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Credit Union or your use of the Services, Vertifi or Q2 Applications, unless such claim directly results from an action or omission made by Q2 and Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

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

6. **ACH ORIGINATION**. If offered, you may initiate or receive credits or debits to your account via automated clearing house (ACH) transfer. You agree that if you receive funds by an ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. Credit given by the Credit Union to you with respect to

an ACH credit entry is provisional until the Credit Union receives final settlement for such an entry through a Federal Reserve Bank. If the Credit Union does not receive such final settlement, you are hereby notified and agree that the Credit Union is entitled a refund of the provisional amount credited to you in connection with such entry, and the party making payment to you (i.e. the originator of the entry) shall not be deemed to have paid you the amount of such entry. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. ACH transactions are governed by the rules of the National Automated Clearing House Association (NACHA). Under those rules, the Credit Union is not required to give next day notice to you of receipt of an ACH item, and the Credit Union will not do so. However, the Credit Union will continue to notify you of the receipt of ACH payments in your periodic statement. Also, if you have revoked your authorization for previously authorized ACH transactions, the Credit Union will not be responsible for the unauthorized ACH debits to your account if you fail to notify us in writing within fifteen (15) days after we mail or make available to you the statement containing that entry.

7. ADDITIONAL DIGITAL BANKING SERVICES AND TERMS.

a. Account Alerts. The Digital Banking Service includes an Account Alerts Service ("Alerts Service") which enables delivery to your email or text messages and notices ("Alerts" or "Alert") from time to time concerning available account information, potential fraud conditions and other matters relating to your Credit Union accounts. You may receive Alerts through a SMS-enabled mobile device ("Mobile Alert"), an e-mail account that is accessed via a personal computer ("E-mail Alert"), or both. By enrolling or using the Service, you agree to the following Service Terms and Conditions. The Service allows you to request and receive Alerts about your account(s). We send Alerts to you based upon the instructions you provide to us. These instructions include your correct mobile number or email address. Your instructions are neither reviewed nor verified by Credit Union prior to or following activation of the Service. **By using the Alert Service, you are expressly consenting to receive Alerts and other messages via text message to a cellular phone number for your mobile device and email addresses via email**. You acknowledge and accept that each Alert may be sent to you without being encrypted and may include your name and information pertaining to your account. Depending upon which Alerts you select, information such as your account balance may be included. Anyone with access to your mobile device will be able to view the contents of these Alerts. It is your responsibility to: ensure the security of your mobile device; determine if your wireless provider supports SMS; and ensure your mobile device is capable of receiving SMS. You acknowledge that message and data rates may apply. You are solely responsible for any fees imposed of any kind whatsoever by your wireless service provider. Credit Union provides the Alerts Service purely as a convenience to you and for information purposes only. Credit Union does not assume any additional responsibility or obligation in respect of the use of, or any transaction on your account. The Service does not free you from the responsibility of safeguarding the physical security and authorized use of your account or security codes. You acknowledge and agree that your receipt of any Alert may be delayed or prevented by factors outside of Credit Union's control, including factors affecting your wireless or Internet service provider and coverage in your area. We do not guarantee the delivery, timeliness or accuracy of the contents of any Alert. The Service is subject to transmission limitations and service interruptions. You agree to indemnify, defend and hold Credit Union and agents free and harmless from any and all losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from: a non-delivery, delayed delivery, or the misdirected delivery of an Alert; inaccurate or incomplete content in an Alert; your reliance on or use of the information provided in an Alert for any purpose; or any third party, whether authorized or not, obtaining information regarding your account disclosed in the Alerts by accessing your mobile device. THE CREDIT UNION DISCLAIMS ANY RESPONSIBILITY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND YOU ACKNOWLEDGE USE OF THE SERVICE IS AT YOUR SOLE RISK.

b. Mobile Text Service. The Digital Banking Service includes access to mobile text messaging related services (Text Services). By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone/mobile number, e-mail address, or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. **By using the Service, you are expressly consenting to receive text message to a cellular phone number for your mobile device**. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service if you change your communications service provider. Messages may be delayed or impacted by external factors, internet service providers, phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services. The Text Services are only available to customers who have an eligible account with us, and you may be automatically enrolled to receive certain Alerts. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and Text Services but you are responsible for any and all charges, including, service and data fees imposed by your communications service provider.

c. Shared Access Conditions. As the authenticated account owner and primary user of the Online Banking service with the Credit Union, you have the ability to authorize another person or persons (subusers) with access to your online banking access with specific authority to conduct transactions on your accounts. This Shared Access authority includes: view-only access; making transfers between designated accounts (cross account transfers) and initiating payments from designated accounts. You have sole authority and control in sharing access with, managing and disabling subusers' access authority. By granting any Shared Access authority to a subuser, you authorize the Credit Union to act on transaction instructions initiated under the credentials of any authenticated subuser, just as if it was initiated under your credentials. When granting Shared Access authority you assume total liability for any and all transactions and activities of your authorized subuser with respect to your accounts until you submit any revocation of authority and the Credit Union has a reasonable time to act on your revocation.

8. Conditions of Account and Card Use. The use of your card and account are subject to the following conditions:

Card Ownership. Any card or other device we supply to you is our property and must be returned to us (or to any person whom we authorize to act as our agent, or any person who is authorized to honor the card) immediately according to instructions. The card may be repossessed at any time and at our sole discretion, without demand or notice. You cannot transfer your card or account to another person. You may not use the card for any illegal or unlawful transaction, and we may decline to authorize any transaction we believe poses an undue risk of illegality or unlawfulness.

Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor it or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of cash

PIN or Access Code. The PIN or access code you select is for your security purposes. The PIN or access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN or access code. You agree not to disclose or otherwise make your PIN or access code available to anyone not authorized to sign on your accounts. You agree that if you provide your PIN or access code to a joint owner on your deposit account or another person, you understand and agree that person has full access to and your authorization to receive any deposit or loan account information of yours. The Credit Union has no responsibility to inquire about the person's authority or permission to access your information and will not be liable for providing any account information access to such person. If you authorize anyone to have or use your PIN or access code, you understand that person may use Digital Banking services to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN or access code, and you agree that the use of your PIN or access code will have the same effect as your signature for authorizing transactions. If you authorize anyone to use your PIN or access code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union that transactions and access by that person are no longer authorized and your PIN or access code is changed. If you fail to maintain or change the security of your PIN or access code and the Credit Union suffers a loss, we may terminate your EFT and account services immediately.

Currency Conversion; International Transaction Fee. Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions, as established by Visa International, Inc., is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee as set forth in "Our Rates & Service Charges" for any card transaction at a location in a foreign country or with a merchant located in a foreign country even if you initiate the transaction from within the United States.

Illegal Internet Gambling. You agree that all transactions you initiate by using your Visa debit card 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 Visa debit card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with our Visa debit card.

Non-Visa Debiting Transactions Processing. We have enabled non-Visa debit transaction processing. This means you may use your Visa debit card on a PIN-debit network (non-Visa networks) without a PIN. The non-Visa debit network(s) for which such transactions are enabled is the PULSE Network. Examples of the actions you may be required to take to initiate a Visa transaction on your Visa debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a POS terminal. Examples of actions required to initiate a transaction on a PIN-debit network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through PIN use. The provisions of your agreement with us relate only to Visa transactions and are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-debit network. Therefore, the liability rules for other EFTs in Section 10 Member Liability will apply. Visa rules generally define PIN-debit networks as non-Visa debit networks that typically authenticate transactions by using a PIN, but are not generally known for having cards present.

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

a. Security of Password/Access Code. Any password or access code ("Password") that you select is for your security purposes. The Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your Password, you understand that person may use the Digital Banking service to review all of your account information and make account transactions. Also, you are responsible for all Bill Payment, transfers or other transactions you authorize using Digital Banking. If you permit other persons to use your personal computer, Mobile Device and Password or other means to access Digital Banking, you are responsible for any transactions they authorize. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions. For anyone you authorize to use your Password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and

changing your Password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of your Password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

b. Joint Accounts. If any of the accounts that you register under the Bill Payment or Digital Banking service is a joint account, you represent that your joint accountholder has consented for you to use that account with any Service. We will end your use of any Service if any joint accountholder notifies us that (i) they never consented to your use of the Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

10. MEMBER LIABILITY.

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

b. Notification to Credit Union. Tell us at once if you believe anyone has used your account, PIN or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you believe your Account, PIN or access code has been compromised or that someone has transferred or may transfer money from your account without your permission, call: 480.756.5500, or toll free 800.732.6986 during business hours; contact us electronically by sending us a secure message through the Digital Banking service write: First Credit Union, PO Box 820, Chandler, AZ 85244.

c. Business Accounts. For business Accounts, you understand that any transaction by a business owner, employee, agent or anyone you authorize to transact business on your Account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, Passwords and other information to prevent unauthorized access to or use of your Accounts through this Service. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, you must notify us immediately. When you give someone your Password, you are authorizing that person to access your deposit Accounts using this Service, and you are responsible for all transactions that person performs while using the Service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

d. Consumer Accounts. For consumer accounts, you are responsible for all transfers you authorize using your EFT services under this Agreement. You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or access code you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check.

For all EFT transactions except electronic check and Debit Card transactions, if you tell us of the unauthorized use of your account within two (2) business days, you can lose no more than $50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as $500.

For Debit card transactions, if you notify us of the loss, theft, or unauthorized use of your Card or other devices which we supply to you, you will not be liable for any unauthorized use for purchases processed through VISA® (VISA zero liability) provided, you promptly notify us and you were not negligent or fraudulent in handling your Card. In order to process an unauthorized claim you must provide us a written statement regarding your unauthorized Card claim. Unauthorized use does not include use of a person you have given your Card to, or use by a person you have given authorization to use your Card.

Also, if your statement shows EFT transfers that you did not make including those made by Card, access code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was made available to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time (i) for unauthorized Debit Card purchase transactions - up to the limits set forth above and (ii) for all other unauthorized EFT transactions - up to the full amount of the loss.

11. BUSINESS DAYS. Our business days are Monday through Friday and usual hours are 9:00 am to 5:00 pm. Holidays are not included.

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

13. **RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS**.

    a. **Periodic Statements**. Transfers, withdrawals, and payments transacted through a Digital Banking Service will be recorded on your periodic statement, provided by mail or electronically if you have requested an electronic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically.

    b. **Digital Banking Services**. Transaction history is also available through the Digital Banking services.

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

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

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

    a. If, through no fault of ours, you do not have enough money in your account to make the transfer, the transfer would go over the credit limit on your line of credit, if applicable, or if the funds in your account are subject to an administrative hold, legal process or other claim.
    b. If you used the wrong access code or you have not properly followed any applicable computer or Credit Union user instructions for making transfer and/or Bill Payment transactions.
    c. If your computer or mobile device fails or malfunctions or the Digital Banking or Online Banking services were not properly working and such problem should have been apparent when you attempted such transaction.
    d. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
    e. In the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.
    f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or Bill Payment.
    g. If there are other exceptions as established by the Credit Union.
    h. If, through no fault of ours, a Bill Payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
    i. the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by the Credit Union.

16. **TERMINATION OF DIGITAL BANKING SERVICES**. You agree that we may terminate this Agreement and your use of your Digital Banking Services immediately if:

    a. You or any authorized user of your account breach this or any other agreement with us, or
    b. We have reason to believe that there has been an unauthorized use of your account, login credentials or password, or
    c. There has been no log-in activity in at least 9 months.

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

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

18. **STATEMENT ERRORS FOR CONSUMER ACCOUNTS**. The following billing error rights apply to consumer accounts, but not business accounts. In case of errors or questions about your EFT Digital Banking Service transactions, other than transfers from a

line of credit, telephone us 480-756-5500 or toll-free at 800-732-6986 and send us a written notice at: P.O. Box 820, Chandler, AZ 85244. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. In your notice:

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

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

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

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

20. CONTACT INFORMATION.

Phone: 480.756.5500 or 800.732.6986
Email: inquiries@FirstCU.net
Mail: First Credit Union, PO Box 820, Chandler, AZ 85244