

Digital Banking Agreement

Online Agreement

The following disclosures set forth your and our rights and responsibilities concerning electronic funds transfers. In this Disclosure, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "Credit Union", "we", "us" and "our" mean Proponent. "Service" means Digital Banking. Please keep a copy of this document, and refer to it for help in answering questions about the Service. Please see the Proponent: Membership and Account Agreement for more information regarding liability and limitations.

By accepting this Agreement and by using our services, you agree to all the terms, conditions and notices contained in this Agreement and accept responsibility for your use of services. Please read this Agreement carefully before accepting. We may amend these terms, and modify or cancel services and features we offer, from time to time without notice, except as may be required by law.

Overview

Digital Banking includes mobile apps, Bill Pay, Mobile Deposit, and ProRewards. With Digital Banking you can perform several different banking tasks quickly and easily, from the comfort of your home or wherever you happen to be. These services provide secure access at any hour of the day, and you remain in control of your transactions. Digital Banking is an electronic banking service that permits you, through the use of your personal computer (PC), telephone or wireless device with internet access, to do the following (please note phone PAM access is limited):

- > Access your linked Proponent loan and deposit accounts
- > Obtain balance and transaction information on your linked accounts
- > Transfer funds between your linked accounts
- > Make Proponent loan payments
- > Pay bills
- > Send and receive electronic mail messages to and from the Credit Union
- > View check images
- > Place stop payments on checks
- > Re-order checks
- > Mobile Deposit remote check services provides the ability to deposit checks from anywhere with a flatbed scanner, smart phone, or tablet. Please review the section entitled "Mobile Deposit Agreement".
- > Access the eDocument Center, Visa Credit Card Services and

Mortgage Account Manager

- > Transfer funds between different Proponent membership accounts*
- > Transfer funds from other financial institutions into and out of your Proponent Account *

***These transactions are subject to prior approval of the other account holder and/or institution. Some restrictions may apply.**

You can download information from your linked Proponent deposit accounts directly into conforming financial management software of your choice such as Quicken® and QuickBooks®.

You can also bring outside online account information into our system for a better budgeting tool. Integrate transactions and balances from online accounts outside of Proponent and into our platform so you can better manage your money online. When you have questions or need help, you have several resources: this guide, on-line help at your fingertips, and Member Service through mail or by phone.

Accessing Digital Banking

Members who wish to use Digital Banking must register, select a password and comply with additional security provisions as well. You may use Proponent Account Manager to access linked deposit accounts at Proponent which you own and from which you have the unrestricted right to withdraw funds. The Credit Union reserves the right to limit the types of accounts that may be accessed or linked. Your temporary Log on ID and Password are included in your Welcome Letter. To ensure your security, you will be asked to change both your Log on ID and Password immediately for Digital Banking. You should protect this password just as you do your Visa® Debit Card Password.

User ID and Password

These codes are issued to you for your security purposes. They are confidential and should not be disclosed to third parties. You are responsible for safekeeping your user ID and password. You agree not to disclose or otherwise make these codes available to anyone not authorized to sign on your accounts. You must immediately notify us and select a new password if you believe your password may have become known to an unauthorized person.

Bill Pay - A feature of Digital Banking

Use Bill Pay to schedule payments to merchants, review and change scheduled payments, and review payment history. Bill Pay offers an alternative to the traditional method of paying bills. Instead of writing a check and mailing the payment to the merchant, you can handle all your payments through Bill Pay. You can schedule payments to be processed on certain dates. Bill Pay gives you a confirmation

number for every payment and keeps track of your payment history. These features make Bill Pay an excellent record keeper. You no longer have to keep track of the payments you've made because Bill Pay does it for you. Please review our Fee Disclosure, as some charges may apply.

Getting started with Bill Pay

- > Set up your personal list of Payees, including companies, individuals and charities. To schedule a payment to one of your Payee's, click on the Payee tab and select the Payee you want to pay. Follow the onscreen instructions to schedule the payment. Once your payment has been scheduled you will receive a confirmation number for the request.
- > The Payments tab allows you to search for a payment transaction. You can view past and pending payments by entering the payee name, payment amount, confirmation number and/or sort by a date.

Things You Should Know About Your Payments

Bill Pay uses one of the following methods to pay your bill:

- > Electronic payment to merchants on the electronic network. This method is used automatically when merchants are set up to receive electronic payments. You will receive a recommendation to set your payment date at least two business days before the due date.
- > Paper payment method is used for merchants that are not set up to receive electronic payments. You will receive a recommendation to set your payment date at least five business days before the due date. (See note below.)
- > The funds for your payments must be available in your checking account on the scheduled payment date.

Note: The recommendation to set a payment date five business days in advance allows Bill Pay to deliver your payment before the due date. We suggest that you set your payment date more than five business days in advance so the merchant has ample time to receive and post your payment. It is then the merchant's responsibility to post the payment in a timely manner. If you do not provide the correct merchant and account information, your payments may not be successfully completed. Rush delivery is available for a fee. Your Proponent statement reflects the merchant name of payments processed through Bill Pay.

Types of Payments

Payments that are made on future dates which you specify are called scheduled payments. Payments are processed on the scheduled date. However, payments scheduled for non-business dates (such as holidays or weekends) are processed on the business day prior to the scheduled date or on the next business day (you select your preference at the time you set up the payment). Payments should be scheduled before 2:00 p.m. EST on the business day you wish the

payment to be effective.

Note: Payment of taxes or court-directed payments through Digital Banking (including Bill Pay) is strictly prohibited.

Person-to-Person (P2P) Transfers and External (FI to FI) Transfers

P2P allows anyone in the U.S. with a bank account to send and receive money using only the recipient's name and email address. The money is deducted from the sender's account and deposited directly in the recipient's account in one to three business days with payment confirmations sent to the recipient's email address.

External Transfers is our service that helps you move money between the Credit Union and outside financial institutions.

These transactions may be subject to prior approval of the other account holder and/or financial institution. Restrictions and conditions for use apply.

Contact by Proponent Federal Credit Union

No Credit Union employee, nor any company affiliated with Digital Banking, will contact you via email, text message, or phone requesting your User ID or Password. If you are contacted by anyone requesting this information, please contact us immediately.

Third Party Link Disclosure

Proponent Federal Credit Union offers a variety of links to other sites for our members' convenience. Clicking on a link may take you out of Proponent's web site to an alternative web site not operated by Proponent. These links are offered only for use at your own discretion.

Proponent does not provide, does not endorse, and is not responsible for, the product, service, or overall web site content available on third party sites. Proponent does not represent you or the third-party site in any transaction you enter into with the third-party.

Privacy and Security policies of the third-party site to which you are linking may differ from those practiced by the Credit Union. You should review the privacy or security

Email and Text Message Notifications

You can set up a variety of email and text message alerts to notify you in the event of occurrences such as: scheduled payment or transfer that is unable to be processed, a merchant notification that an account number has changed, a series of recurring payments has been completed, and more. When you activate a notification, you agree to the following:

- > Email and Text Message Notifications allow you to sign up to receive automated alert messages for your accounts
- > Each notification message has different options available, and you will be asked to select from these options upon activation of your notifications service
- > Electronic notifications will be sent to the email address and/or phone number you have provided. If you change your email address, cell phone number and/or cell phone provider, you are

responsible for informing us of the change. You understand and agree that your notifications may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any notification. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any notification; or for any actions taken or not taken by you or any third party in reliance on an alert.

Mobile Deposit Agreement

This Agreement contains the terms and conditions for the use of Proponent Mobile Deposit, a remote check deposit service, that Proponent Federal Credit Union ("Proponent", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with Proponent, including the Membership and Account Agreement governing your Proponent account, are incorporated by reference and made a part of this Agreement.

By accepting this Agreement, you agree to the terms of this Agreement. We can change any part of Mobile Deposit or this Agreement at any time (we'll let you know if we make any important changes).

The Basics Mobile Deposit allows you to take a picture of your check and upload it for deposit into your Proponent deposit account. Unlike traditional check deposits, you retain the original paper check when you use Mobile Deposit.

Eligibility We will determine whether you are eligible for Mobile Deposit in our sole discretion. We may suspend or terminate your use of Mobile Deposit at any time and without prior notice to you.

Mobile Deposit Fees There is no charge for Mobile Deposit, but other fees, such as for returned items and overdrafts, may apply. Please see Proponent's Fee Schedule, located on our website profcu.org, for more information.

Limits We may impose limits on the dollar amount or number of deposits you make through Mobile Deposit and such limits shall be provided to you when you access Mobile Deposit. We may change such limits at any time at our discretion.

Prohibited Checks We may decline to accept any image of a check you submit through Mobile Deposit in our sole discretion. Without limiting that discretion, you agree that you will only seek to deposit "checks," as that term is defined in the Federal Reserve's Regulation CC, 12 C.F.R. Part 229, that are collectible (i.e., properly payable) through Click-N-Send. You agree that you will not scan and attempt to deposit any of the following:

- > Checks payable to any person or entity other than you;
- > Checks containing alterations to any of the fields on the front of the check;
- > Fraudulent checks, or checks that you should have known were fraudulent;
- > Checks that have been previously deposited at another institution via physical item, image or electronic funds transfer;
- > Checks from financial institutions located outside of the U.S.;

- > Checks that are not payable in U.S. dollars;
- > Checks that are more than six (6) months old;
- > Substitute checks (as defined in the Federal Reserve's Regulation CC, 12 C.F.R. Part 229);
- > Remotely created checks, as defined in Regulation CC (checks that, among other things, do not bear the signature of the person on whose account the check is drawn);
- > Travelers checks, savings bonds, money orders or postal money orders;
- > Non-negotiable instruments, such as promissory notes; or
- > Checks drawn on any of your Proponent account(s).

Your Representations and Warranties

Each time you upload check images of the front and back of the original check for deposit through Mobile Deposit, you represent and warrant that:

- > Each check image is a complete and accurate representation of the front of a negotiable check;
- > Each check image is a complete and accurate representation of the back of a negotiable check;
- > The image is NOT of any of the prohibited items listed in Section 5 above;
- > Each check image satisfies our image quality standards, as specified by us from time to time;
- > The original check used to create the image has not been previously deposited, duplicated or used to create another image or electronic fund transfer.

Endorsements and Procedures

You agree to restrictively endorse any item transmitted through Mobile Deposit as "For deposit only, Proponent FCU account # _____" or as otherwise instructed by Proponent. You agree to follow any and all other procedures and instructions for use of the Services as Proponent may establish from time to time.

Receipt of Check Image

- > Each check image is a complete and accurate representation of the back of a negotiable check;
- > The image is NOT of any of the prohibited items listed in Section 5 above;
- > Each check image satisfies our image quality standards, as specified by us from time to time;
- > The original check used to create the image has not been previously deposited, duplicated or used to create another image or electronic fund transfer.

We are not responsible for check images we do not receive or that are dropped during transmission. A check image will be deemed received by us only when we provide an email confirmation receipt to you that

we have received your check image. When we confirm receipt of your check image, the image will still be subject to review before we submit it for collection and may still be rejected for any reason in our sole discretion. A confirmation is not a representation, warranty or other indication that the check image will be presented for collection or will be honored by any collecting or paying bank. If we reject a check image received through Mobile Deposit, then you may submit the original check by mail to us or by using one of our branches for processing unless we instruct you otherwise, or you may want to contact the drawer and have them reissue the check. If you do submit the original check for processing, we reserve the right to refuse to process it and may instead require you to have the check reissued.

Retention of Original Check

Once your check image has been credited to your account, you must mark the original check as "VOID" and retain the check for sixty (60) days. You may not present the original check or any image or substitute check created from the original check for payment at any other financial institution. During this 60-day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original paper check available to us for review at any time and as necessary for us to facilitate the clearing and collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check in question from your account, regardless of whether such action may cause your account to not have sufficient funds, and to pay any associated fees. Immediately after this 60-day period, you must destroy the original paper check.

Return Check

You understand that we may convert items you deposit through Mobile Deposit into substitute checks, images, or ACH entries. As a result, in the event that your item is returned unpaid, you will only receive a copy of the substitute check or image, or in the case of ACH entries, the Automated Clearinghouse information.

Availability of Funds

The first \$225 from a check deposit will be available once the check is posted to your account. In most cases, the remaining funds will be available on the second business day after the day of deposit. Please see Proponent's Funds Availability Schedule, located on our website www.profcu.org, for more information.

Acceptable Use of Mobile Deposit

You must fully comply with these Mobile Deposit Terms, the Agreement and all applicable law when you use Mobile Deposit. If you breach these Mobile Deposit Terms, we may immediately terminate your authority to use Mobile Deposit. You may use Mobile Deposit only for personal, family and household services and not business purposes.

Errors

You agree to notify Proponent of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Proponent account statements sent. Unless you notify Proponent within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Proponent for such alleged error.

No Warranty

Your use of Mobile Deposit is at your sole risk. Mobile Deposit is provided on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind as to Mobile Deposit, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Limitation of Liability

We will not be liable for any direct, special, indirect, punitive or consequential damages, including without limitation lost profits or revenues resulting from your use or inability to use Click-N-Send, even if we are advised in advance of the possibility of such damages.