# NetTeller® and iPay Service Agreement; Mobile Banking Agreement; And Electronic Notice Disclosure and Consent Agreement

## **NETTELLER AND IPAY SERVICES TERMS AND CONDITIONS**

The following terms and conditions govern the manner in which Indiana Members Credit Union ("IMCU", "we", "us", "our") will provide NetTeller and iPay Services to you, a member of IMCU ("you", "your").

# "Business day" Definition

For purposes of these disclosures, our business days are Monday through Friday, excluding normal banking holidays.

# Agreement Regarding the Use of NetTeller

By using your NetTeller password to obtain a NetTeller service for the first time, you will be consenting to the terms of this Agreement.

You will have until 8:30 p.m., Eastern Time ("ET"), to cancel or modify a scheduled transfer on the day prior to the day that the transfer is scheduled to occur. Scheduled transfers are processed after 8:30 p.m., ET.

IMCU reserves the right to discontinue access to NetTeller without notice. IMCU will not be liable for failure to honor any NetTeller transactions once access to NetTeller has been discontinued. Some transactions may not be processed the same day based on the time the transaction was made. A withdrawal by check requested on any day will be processed the following business day. The total dollar amount of transactions via NetTeller is subject to limits set by IMCU, and sufficient verified funds must be available to satisfy your transaction instructions. All quoted balances may not include current day activities, including items that have not cleared.

# **Agreement Regarding the Use of iPav Services**

iPay Services is our electronic bill payment service. You authorize us to utilize third parties to provide the iPay Services to you on our behalf. Payment of taxes or court directed payments via the iPay Services is prohibited. If the designated account does not have sufficient funds available to complete the payment, the payment may be refused. We reserve the right to refuse to make any payment, but will notify you of any such refusal within two (2) business days following receipt of your payment instruction.

When using iPay Services, funds will be sent to your targeted merchant as close as reasonably possible to the date designated by you in your payment instruction. You authorize us, and any third party acting on our behalf, to choose the most effective method to process your payment, including, without limitation, electronic, paper, or some other draft means. For each properly instructed payment to an eligible merchant, you will receive a transaction confirmation number ("confirmation number"). A properly instructed payment includes the generation and receipt of a confirmation number. UNLESS YOU RECEIVE A CONFIRMATION NUMBER, WE SHALL NOT BE LIABLE FOR ANY FAILURE TO MAKE A PAYMENT, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED AS A RESULT. THE PAYMENT DATE MUST BE FIVE OR MORE BUSINESS DAYS BEFORE THE MERCHANT DUE DATE, SINCE THE TIME FOR US TO PROCESS YOUR PAYMENT VARIES ACCORDING TO THE MERCHANT. IF YOU SCHEDULE A PAYMENT LESS THAN FIVE BUSINESS DAYS BEFORE THE DUE DATE, YOU WILL BEAR FULL RESPONSIBILITY FOR ALL PENALTIES AND LATE FEES, AND WE WILL NOT BE LIABLE FOR ANY SUCH CHARGES OR FEES.

When using iPay Services, the payment date, indicated by you, must always be a business day. If you attempt to make a payment on a non-business day, the scheduled payment will be deemed to be the first business day following the date of your attempt. A bill payment may be canceled or modified any time prior to 3:00 p.m., ET, on the business day that the payment is scheduled to occur.

# **iPay Services Contact Information**

iPay Services are available Monday thru Friday from 7:30 a.m. to 2:00 a.m., ET. Please call 1-855-223-4747

# Agreement and Disclosures Applicable to NetTeller and iPay Services

## Periodic Statements:

You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly. All transactions made via the NetTeller and iPay Services will be listed on your monthly statement that you receive from us.

# Transfer Types:

You may utilize NetTeller and/or iPay Services to:

- 1) Make deposits to your checking or savings account;
- 2) Transfer funds between your checking and savings accounts whenever you request;
- 3) Pay for purchases at places that have agreed to accept the NetTeller and/or iPay Services.

4) Pay bills directly from your checking account in the amounts and on the days you request.

## *Transfer Limitations:*

Government regulations limit, to six per month, the number of automatic withdrawals and transfers from either a Savings Account or a Money Market Account. Specifically, the limitation applies to automatic withdrawals or transfers made by NetTeller, Mobile Banking, Q-Phone, pre-authorized debit, check, debit card, or overdraft protection transfer.

Automatic withdrawals or transfers exceeding the above limit are subject to our Reg D Fee (see Fee Disclosure). Additionally, we reserve the right to prevent automatic withdrawals or transfers which exceed the above limit or to monitor these transactions after they occur. When we observe that the number of transactions exceeds the above limit, we will contact you for corrective action. When excessive transactions continue to occur, or when the number of transactions shows little attempt to stay within the limitation, we reserve the right to close a Savings or a Money Market Account or convert it to a Checking Account.

## Electronic Check Conversion:

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- 1) Pay for purchases; and
- 2) Pay bills;

## Preauthorized Credits:

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-556-9268 to find out whether or not the deposit has been made.

# *Right to Stop Payment and Procedure for Doing So:*

In addition to the transfer cancelation methods stated above in the NetTeller and iPay Services Agreement sections, you may also stop any regular payments out of your account that you have told us about in advance. Here is how:

- 1) Call us at 1-800-556-9268; or
- 2) Write us at:

Indiana Members Credit Union Electronic Services Department 5055 Madison Avenue Indianapolis, IN 46227 Please do so in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, you are <u>required</u> to provide a written confirmation of the stop-payment and mail it to the address listed above within 14 days after you call. An oral stop-payment order ceases to be binding after 14 days if you fail to provide the required written confirmation.

Liability for Failure to Stop Payment of Preauthorized Transfer:

If you order us to stop a payment, as described above, three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Liability for Failure to Complete a Transfer on Time or In the Correct Amount & Limitations: If we do not complete a transfer to or from your account on time or in the correct amount, when properly instructed by you to do so in accordance to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable in the following circumstances:

- 1) If, through no fault of ours, the designated account does not have sufficient funds available to complete the transaction or payment;
- 2) The money in your account is subject to legal process or other claim;
- 3) You have closed the designated account;
- 4) We have identified you as a credit risk and have chosen to terminate your subscription to the iPay Services;
- 5) Your equipment, the software, or any communications link is not working properly;
- 6) Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction, despite reasonable precautions that we have taken; and
- 7) If NetTeller or iPay Services was not working properly and you knew about the breakdown when you started the transfer;
- 8) The merchant mishandles or delays handling bill payments sent by us.
- 9) There may be other exceptions stated in our Agreement.

## Failed Payments and Subscription Suspension:

In the event we are unable to process a bill payment transaction (for example, the designated account has insufficient funds), the transaction will result in a "Failed Payment." In such event, you may be charged the "Service Charge-Billpay-NSF" fee (see Fee Disclosure). In the event of repetitive Failed Payments, we reserve the right to suspend your subscription to NetTeller, without prior notice. If your subscription is suspended,

transactions which were previously initiated may continue to be processed unless canceled and confirmation of such cancellation is provided as specified below. Suspension will be handled by IMCU Member Services, and all inquiries and correspondence relating thereto, including requests for reinstatement, should be directed to IMCU Member Services. Any notice of subscription suspension that we choose to provide will be sent by mail to your listed address.

# Reimbursement/Collection of Funds for Failed Payments:

With respect to any Failed Payment, you agree to reimburse us within fourteen (14) days after notice is sent to you, for any funds we have already paid to one or more of your designated merchants which we were unable to recover by debit to the merchant or charge to you. If you do not pay any amount owed to us when due, you agree to pay interest on the unpaid balance at the rate of 18% per annum. In the event that your claim or debt is referred to a third party for collection, you agree, to the extent permitted by law, to pay all costs and fees incurred in collecting the outstanding balances, including reasonable attorneys' fees and court costs.

### *NetTeller Password:*

You are responsible for the safekeeping of your NetTeller password and for all transactions by the use of NetTeller. Your NetTeller password is not transferable. You agree that you will not disclose your NetTeller password or make it available to any other person. If you disclose your NetTeller password to anyone, you have given that person access to your account via NetTeller and you are responsible for their transactions.

# Consumer Liability:

Tell us AT ONCE if you believe your NetTeller password has been lost, stolen, or otherwise compromised, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning IMCU Member Services during operating hours or sending an electronic message through NetTeller are the best ways of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your NetTeller password, you can lose no more than \$50.00 if someone used your password and NetTeller/iPay Services without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by NetTeller/iPay Services, card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

# Contact in Event of Unauthorized Transfer:

If you believe your NetTeller password has been lost, stolen, or otherwise compromised, please call or write us using the following contact information:

## **IMCU Member Services Contact Information**

# <u>Telephone</u>

IMCU member services are available during the following hours:

Monday thru Thursday: 8:00 a.m. to 5:00 p.m., ET.
Friday: 8:00 a.m. to 6:00 p.m., ET.
Saturday: 9:00 a.m. to 1:00 p.m., ET.

Please call 1-800-556-9268

### **Email**

electronic@imcu.com

## Mail

Indiana Members Credit Union Electronic Services Department 5055 Madison Avenue Indianapolis, IN 46227

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## Error Resolution:

In case of errors or questions about your electronic transfers, contact us using the methods above as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must:

- 1) Tell us your name and account number (if any);
- 2) Describe the error or 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; and
- 3) 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 determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take

<sup>\*</sup> Voicemail system provided for all other hours.

up to 45 days to investigate your complaint or question. If we decide to do this, we will credit 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 in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## *Limited Liability: Equipment:*

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT OR SOFTWARE, THE NETTELLER OR IPAY SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE RELATED TO THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICES, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

## New Services:

We may, from time to time, introduce new services or enhance the existing services. We shall notify you of the existence of these new or enhanced services. By using these services when they become available, you agree to be bound by the terms and conditions regarding these services, which will be disclosed to you.

## Confidentiality:

We will only disclose information to third parties about your accounts in the following situations:

- 1) When it is necessary for completing NetTeller transactions;
- 2) In order to comply with a government agency or court order; or
- 3) If you give us your permission.

#### Fees:

The following fees may apply:

FI2FI Transfer Fee: \$1.00

Fees associated with use of your checking account also apply to NetTeller and iPay Services. See IMCU's Fee Disclosure, located at www.imcu.org, for details.

# **Additional Terms and Conditions**

In addition to the foregoing, you agree to be bound by and comply with applicable state and federal laws and regulations

To cancel your NetTeller access, you must provide written instruction to us using the IMCU Member Services contact information above.

If you wish to cancel your subscription to iPay Services, you must notify IMCU Member Services. You will be responsible for all bill payments you have requested prior to termination and for all other changes and fees incurred. BE SURE TO CANCEL ALL OUTSTANDING PAYMENT ORDERS BEFORE YOU NOTIFY US TO TERMINATE IPAY SERVICES. WE WILL NOT BE LIABLE FOR PAYMENTS NOT CANCELLED OR MADE DUE TO THE LACK OF PROPER NOTIFICATION BY YOU OR IPAY SERVICES TERMINATION.

These Terms and Conditions and applicable fees and charges may only be altered or amended by us. In such event, we shall send notice to you at your listed address or transmit notice of the alteration or amendment over NetTeller. Your use of NetTeller following receipt of such notice constitutes acceptance of such alterations or amendments.

In the event of a dispute regarding NetTeller, you agree to resolve the dispute with us by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by you or our employees.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Indiana and any other regulation or federal law that might supersede or otherwise be binding.

## **MOBILE BANKING AGREEMENT**

#### Introduction

In addition to providing your authorization as described below, the use of Indiana Members Credit Union's Mobile Banking constitutes acceptance of this Agreement. The NetTeller and iPay Services Terms and Conditions also apply to Mobile Banking. Depending on your wireless plan, you may be charged an access fee. Please check with your service provider for details on specific fees and charges. We may offer additional Mobile Banking services and features in the future. Any added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking service without notice, except as may be required by law.

#### **Definitions**

As used in this Agreement and in the Mobile Banking services, the following words will have the definitions given below:

"We"," Us", and "IMCU" mean Indiana Members Credit Union.

"You", "Your(s)", mean each IMCU account holder with authorized access to your Account(s) through Mobile Banking.

"Account(s)" means your eligible IMCU checking, savings, loan, share certificates and other IMCU products that can be accessed through Mobile Banking.

"Device" means a cellular telephone or similar wireless communication device onto which you have downloaded software provided by us for the purpose of permitting Mobile Banking. A "Device" is also a cellular telephone or similar wireless communication device that is capable of conducting banking transactions at our Mobile Banking site through text ("SMS") messaging, Wireless Application Protocol ("WAP"), or other products that we select or approve. Your wireless carrier may assess you fees for data or text messaging services. Please consult your plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

# **Mobile Banking**

Mobile Banking is offered as a convenience and supplemental service to NetTeller. It is not intended to replace access to NetTeller from your personal computer or other methods you use for managing your Accounts and services with us. Mobile Banking allows you to access your IMCU Account information, pay bills, transfer funds between your Accounts and conduct other banking transactions. To utilize Mobile Banking, you must be enrolled in NetTeller.

We reserve the right to limit the types and number of Accounts eligible for Mobile Banking and the right to refuse to make a transaction you request through Mobile Banking. We also reserve the right to modify the scope of Mobile Banking at any time. Mobile Banking may not be accessible over some network carriers. In addition, Mobile Banking may not be supportable for all Devices. IMCU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier.

You agree to accept responsibility for learning how to use Mobile Banking in accordance with the instructions and agree that you will contact us directly if you have any problems with Mobile Banking.

We may modify Mobile Banking from time to time at our sole discretion. In the event of any modifications, you will be notified prior to or at the time of implementation. You are responsible for understanding how to use Mobile Banking as modified. You also accept responsibility for knowing how to properly use your Device and we will not be liable to you for losses caused by your failure to properly use Mobile Banking or your Device.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may include

fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other IMCU product accessed through this Mobile Banking service is also subject to IMCU's Account Agreement and Disclosure and Fee Disclosure provided at time of Account opening. You should review these disclosures carefully for transaction limitations and fees which might apply to your use of Mobile Banking.

# Permitted Mobile Banking Transfers

You may use Mobile Banking to transfer funds between your eligible IMCU accounts. You may not transfer to or from an account at another financial institution.

Federal Regulation D requires financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted during each monthly statement cycle period, as described in the Account.

## Agreement and Disclosure

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our discretion.

# Fees Charged for Mobile Banking

Currently, IMCU does not charge fees for subscribing to or using Mobile Banking. However, we may assess fees as described in the Fee Disclosure for transactions that cause negative account balances or involve an overdraft transfer.

We reserve the right to institute or change fees for Mobile Banking after notifying you of such change.

## Responsibilities

You represent that you are the legal owner of the Accounts and other financial information which may be accessed using Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your Account information. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

The Device you use for Mobile Banking must have a number that can be captured by Indiana Members Credit Union.

# **Unavailability of Services**

You understand and agree that the services may at times be temporarily unavailable due to system maintenance or technical difficulties.

## <u>Security</u>

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your Device, login information or any other means to access Mobile Banking, you will be held responsible for transactions they authorize and we will not be liable for damages resulting to you.

We make no representations that Mobile Banking will be available for use in locations outside of the United States.

# **Conduct**

You agree that you will not use Mobile Banking to:

Transmit or allow to be transmitted any information, data, or messages that violates the requirements of any mobile network carrier or operator through which information, data, or messages are transmitted;

Transmit or allow to be transmitted any information, data, or messages that are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;

Transmit or allow to be transmitted any information, data, or messages that harm minors in any way;

Transmit or allow to be transmitted any information, data, or messages that you do not have a right to make available under any law or under contractual or fiduciary relationships;

Transmit or allow to be transmitted any information, data, or messages that infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party:

Utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation;

Violate the standards of practice set forth by the Mobile Marketing Association;

Interfere with or disrupt mobile banking services, or servers or mobile network carrier networks, or disobey any requirements, procedures, policies, or regulations of networks connected to and for mobile banking services.

Transmit or utilize any (a) viruses, worms, Trojan horses, or other code that might disrupt, disable, harm, erase memory, or otherwise impede the operation, features, or functionality of any software, firmware, hardware, wireless device, computer system or network, (b) traps, time bombs, or other code that would disable any software based on the elapsing of a period of time, advancement to a particular date or other numeral, (c) code that would permit any third party to interfere with or surreptitiously access any personal information, or (d) content that causes disablement or impairment of services or equipment of any provider of mobile banking services or mobile network carrier.

Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;

Provide any material support or resources (or conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

Collect or store personal data about End Users in connection with the prohibited conduct and activities set forth hereinabove.

## Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless IMCU, its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with Mobile Banking; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of Mobile Banking.

## Lost or Stolen Device or Password; Unauthorized Transfers

If you believe your Device, username (Login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your Account without your authorization, notify us immediately at 1-800-556-9268.

## License Agreement

Subject to your compliance with this Agreement, you are hereby granted a personal, limited non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the software that makes Mobile Banking possible onto your Device within the United States and its territories. In the event that you obtain a new or different Device, you will be required to download and install the software to that new or

different Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accord with this Agreement, (ii) your deletion of the software from your Device, or (iii) our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the software from your Device. Insofar as the Mobile Banking Agreement imposes duties and obligations on you, those duties and obligations survive revocation of the license.

# **Export Control**

You acknowledge that the software is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the software. You agree that you will not directly or indirectly use, export, re-export, or transfer the software except in compliance with applicable U.S. export laws and regulations.

# No Commercial Use

You agree that Mobile Banking services are for your use only. You agree not to resell or make commercial use of Mobile Banking.

# **Proprietary Rights**

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any mobile banking technology, including, but not limited to, any software or other mobile phone applications associated with Mobile Banking.

# **Location Based Information**

If you use any location based feature of Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you must cease using location based features of Mobile Banking.

# Third Party Beneficiaries

You agree that our service providers may rely upon your agreements and representations in this Agreement and such service providers are third party beneficiaries to this Agreement, with the power to enforce its provisions against you.

## Termination

You may terminate this Agreement at any time upon notice to IMCU.

IMCU may terminate this Agreement at any time without prior notice to you.

# TERMS AND CONDITIONS THAT APPLY TO ALL OF MEMBER ACCOUNTS, PRODUCTS, AND/OR SERVICES

## **Electronic Notice Disclosure and Consent Agreement**

This Consent contains important information about how we will deliver all disclosures, notices, terms and conditions, communications or other documents (collectively, "Notices") related to the provision of online member services. This Consent covers each and every account, product, or service we offer that you apply for, own, use, administer or access using the online services either now or in the future. When you use a product and/or service to which this Consent applies, you agree that we may provide you with any Notice in electronic format, and that we may discontinue sending paper Notices to you, unless and until you withdraw your consent as described below. We may also use electronic signatures and obtain them from you as part of our transaction with you.

<u>Receiving Notices Electronically.</u> Notices will be delivered electronically to the email that you have provided to us. We will consider your acceptance of this Consent as your confirmation of receipt of this Consent. We may always, in our sole discretion, provide you with any Notice in paper form, even if you have chosen to receive it electronically.

<u>Paper Copies.</u> You have the option to receive paper copies of electronic Notices and may request said paper copies by calling us at (317) 788-0366 or (800) 556-9268. There is no fee for requesting a paper copy.

<u>Updating Your Contact Information.</u> If your electronic contact information, such as your email, should change you must notify us of the change. You may update your information with us through your Accountholder online banking portal. If you fail to update or change an incorrect form of electronic contact you understand and agree that Notices sent to the email address or other electronic contact that we have on file at the time it was delivered will be considered successfully provided to you.

<u>Withdrawing From Electronic Notices.</u> You may withdraw your consent to receive Notices electronically at any time by calling us at (317) 788-0366 or (800) 556-9268 or by providing us written notice of your intention to withdraw at P.O. Box 47769, Indianapolis, IN 46247. There are no fees associated with withdrawing consent, however, your access to, and use of, online services may be terminated at our discretion. Any withdrawal of your consent will be effective only after we have had a reasonable period of time to act upon your withdrawal. Any withdrawal of your consent to receive electronic communications will not affect the legal validity, enforceability and binding effect of any Notice you received, electronic or otherwise, before the effective date of the withdrawal of your consent.

<u>Hardware and Software Requirements.</u> In order to access, view, and retain electronic Notices that we make available to you, you must have:

- Personal computers, tablets, smartphones, and any other supported devices
- Internet browser that supports 128 bit encryption
- Sufficient electronic storage capacity on your hard drive or other data storage unit
- E-mail account with an Internet service provider, and e-mail software

• Operating system and Internet connection capable of receiving, accessing, displaying, and either printing or storing electronic communications received via a plain text-formatted e-mail or by access to our Web site

## **Authorization**

# NetTeller and iPav Service Agreement Authorization

By placing a checkmark in the "I agree" box and clicking the "Accept" button, you demonstrate your desire to subscribe to NetTeller and/or iPay Services and authorize us, and any third party acting on our behalf, to serve as your agent in processing payments to targeted merchants and/or transfers to and from targeted accounts pursuant to your payment and/or transfer instructions, and you authorize us to post such payments and/or transfers to your designated account(s). You understand that we may not make certain payments and/or transfers if sufficient funds are not available in your designated account. This authorization is in force until revoked by you or us and is subject to these Terms and Conditions as amended from time to time.

# Mobile Banking Agreement Authorization

By placing a checkmark in the "I agree" box and clicking the "Accept" button, you are also agreeing to the Mobile Banking terms and conditions herein and you are acknowledging that you have read the Mobile Banking terms and conditions carefully and wish to utilize the Mobile Banking Service. You acknowledge and understand that the NetTeller and iPay Services Terms and Conditions also apply to Mobile Banking. You understand that any added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added or at the time of enrollment for the feature or service, if applicable.

# Electronic Notice Disclosure and Consent Agreement Authorization

By placing a checkmark in the "I agree" box and clicking the "Accept" button, you are also agreeing to the terms and conditions herein and you are acknowledging that you have read the Electronic Notice Disclosure and Consent Agreement carefully and provide your consent to receive Notices in electronic form. You also acknowledge that you are reasonably demonstrating that you can access Notices using the hardware and software described above and that you have an active email account from which you are able to print or save Notices as that term is defined in the Electronic Notice Disclosure and Consent Agreement herein. You are also confirming that you are authorized to, and do, consent on behalf of all other account owners named on your account, product or service, subject to applicable law.

I have read and agree to these Terms and Conditions.