

Indiana Members Credit Union

Digital Banking Agreement

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

1. **GENERAL TERMS**

- a. **Relation to Other Agreements.** This Agreement supplements your Membership Agreement and Disclosures ("Membership Agreement"). All provisions of the Membership Agreement are incorporated herein by reference. Your Membership Agreement and this Agreement are intended to be read as complementary to one another. In the event of any inconsistency between the Membership Agreement and this Agreement, the Membership Agreement will control unless stated otherwise in this Agreement. Your use of the Services may also be affected by other existing agreements between us for your deposit, loan, credit card, and other linked accounts. When you link accounts to the Services, this does not change the agreements you already have with us on those accounts. For example, when you use the Services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosures for the credit account. You should review those agreements for any applicable account fees, for limitations on the number of transfers you can make, and for other restrictions, which might impact your use of an account with the Services. Additionally, each account will be subject to the terms or instructions appearing on a screen when using the Services, the rules and regulations of any funds transfer system, and all applicable state and federal laws and regulations. In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either the Services, or products which may be accessed via the Services.
- b. **Definitions.**
 - i. "Business Day" means every day, except Saturdays, Sundays, and federal holidays.
 - ii. "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.
 - iii. "Digital Banking Services", "Digital Banking", or the "Services" means all services offered under this Agreement, including but not limited to: Mobile Banking, Mobile Deposit, P2P, Pay by Card, Card Swap, iPay, and all other services offered pursuant to the terms of this Agreement.
 - iv. "Mobile Banking" means the Digital Banking Services accessible from the Device you have registered with us for Mobile Banking.

- v. Whenever used in this Agreement and unless the context requires a different meaning, capitalized terms used herein not otherwise expressly defined, shall have the meanings assigned to such terms in the Membership Agreement.
- c. Authorization.
 - i. Digital Banking, and iPay Service Authorization. By using your Digital Banking password to obtain the Services for the first time, you will be consenting to the terms of this Agreement. This Agreement 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 Digital Banking. Your use of Digital Banking following receipt of such notice constitutes acceptance of such alterations or amendments. By placing a checkmark in the “I agree” box and clicking the “Accept” button, you demonstrate your desire to subscribe to the 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 the terms and conditions of this Agreement as amended from time to time.
 - 1. Mobile Banking 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 Digital Banking 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.
- d. Periodic Statements. You will get a monthly account statement unless there are no transfers in a particular month. You will receive an account statement at least quarterly regardless of whether your account has any transfers. All transactions made via the Digital Banking and iPay Services will be listed on your monthly statement that you receive from us.
- e. Transfer Types. You may utilize Digital Banking and/or iPay Services to:
 - i. Make deposits to your checking or savings account;
 - ii. Transfer funds between your checking and savings accounts whenever you request;
 - iii. Pay for purchases at places that have agreed to accept the Digital Banking and/or iPay Services;
 - iv. Pay bills directly from your checking account in the amounts and on the days you request.
- f. Transfer Limitations
 - i. 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 Digital Banking, Mobile Banking, pre-authorized debit, check, debit card, or overdraft protection transfer.

- ii. 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 account or a Money Market account or convert it to a checking account.

g. Electronic Check Conversion

- i. 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.

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

i. Right to Stop Payment and Procedure for Doing So

- i. In addition to the transfer cancelation methods applicable to Digital Banking and iPay, you may also stop any regular payments out of your accounts 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;
- 3. Accessing our app and submitting a stop payment order.

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 required 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.

- j. 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 subject to any limitations on damages pursuant to this Agreement, and the Membership Agreement.

k. Liability for Failure to Complete a Transfer on Time or In the Correct Amount & Limitations

- i. 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 subject to any limitations on damages in this Agreement, and the Membership Agreement. However, 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 Digital Banking 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.
- l. Unavailability of Services. You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties.
- m. 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-Bill pay-NSF" fee (see Fee Disclosure). In the event of repetitive Failed Payments, we reserve the right to suspend your subscription to Digital Banking, 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.
- n. 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.
- o. Consumer Liability
- i. Tell us AT ONCE if you believe your Digital Banking 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 Digital Banking 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 Digital Banking password, you can lose

no more than \$50.00 if someone used your password and Digital Banking/iPay Services without your permission.

- ii. 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.
- iii. Also, if your statement shows transfers that you did not make, including those made by Digital Banking/iPay Services, card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was made available 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 may, at our sole discretion, extend this time period.

p. Error Resolution:

- i. 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.

- ii. 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 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.
- iii. 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.

- q. Limited Liability: Equipment. WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT OR SOFTWARE, THE DIGITAL BANKING 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.

- r. Disputes.
 - i. You agree to resolve all disputes that arise in connection with the Services and this Agreement in accordance with the Membership Agreement, including but not limited to those sections of the Membership Agreement with respect to Class Action Waiver and Arbitration.
- s. New Services. We may, from time to time, introduce new Services or enhance the existing Services. We will notify you of the existence of these new or enhanced Services when you access Digital Banking. 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.
- t. Confidentiality:
 - i. We will only disclose information to third parties about your accounts in the following situations:
 - 1. When it is necessary for completing Digital Banking transactions;
 - 2. In order to comply with a government agency or court order; or
 - 3. If you give us your permission.
- u. Fees. Fees associated with use of your checking account also apply to Digital Banking and iPay Services. See IMCU's Fee Disclosure, located at www.imcu.com, for details.
- v. Headings and Interpretation. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Use of "including" shall mean "including, but not limited to." Use of the singular form shall include the plural and vice versa, as the context requires. Headings used in this Agreement are for convenience only, and shall not be deemed a part thereof.

2. DIGITAL BANKING. Your use of Digital Banking is subject to the following additional terms and conditions:

- a. Scheduling Transfers. 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 Digital Banking without notice. IMCU will not be liable for failure to honor any Digital Banking transactions once access to Digital Banking 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 Digital Banking 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.
- b. Digital Banking Password. You are responsible for the safekeeping of your Digital Banking password and for all transactions by the use of Digital Banking. Your Digital Banking password is not transferable. You agree that you will not disclose your Digital Banking password or make it available to any other person. If you disclose your Digital Banking

password to anyone, you have given that person access to your account via Digital Banking and you are responsible for their transactions.

- c. Contact in Event of Unauthorized Transfer. If you believe your Digital Banking password has been lost, stolen, or otherwise compromised, please call or write us using the following contact information:

IMCU Member Services Contact Information

Telephone:

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.

* Voicemail system provided for all other hours. 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.

- d. Cancelling Digital Banking. To cancel your Digital Banking access, you must provide written instruction to us using the IMCU Member Services contact information above.
- e. Transferring Funds to Linked Accounts at other Financial Institutions. The linked account service ("Linked Account Service") allows you to transfer funds between your linked Member deposit accounts at IMCU and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at IMCU. An outbound transfer moves funds from an account at IMCU to an account outside of IMCU. You will need to enroll each of your non-IMCU accounts that you wish to use for the Linked Account Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Linked Account Service will be verified in accordance with IMCU procedures. The verification process must be completed by you prior to using the Linked Account Service. You will have seven (7) days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.
- i. Immediate or Same Day Transfers. The cutoff time for initiating immediate or same day transfers is 2p.m. E.T. on Business Days. Immediate or same day transfers can only be initiated on a Business Day. Once initiated, an immediate or same day transfer cannot be canceled. Funds requested to be transferred will be debited from your IMCU account the same Business Day you initiate the transfer, provided you have met IMCU's cutoff time for initiating transfers through the Linked Account Services. Funds requested to be transferred will be credited to the non-IMCU account according to that financial institution's transaction processing schedule.

- ii. Future Dated or Recurring Transfers. Future dated or recurring transfers scheduled on a non-Business Day are deemed to be scheduled on the following Business Day. Future dated or recurring transfers may be canceled by 8:30 p.m. ET the day prior to the scheduled transfer date. Funds requested to be transferred will be debited from your IMCU account on the same Business Day the transfer is scheduled. Funds requested to be transferred will be credited to the non-IMCU account according to that financial institution's transaction processing schedule.
- iii. Fees. Fees are subject to change at IMCU's sole discretion. Transfers are subject to the following limits unless otherwise agreed upon by you and IMCU:
 - 1. Three inbound transfers per Business Day not to exceed a total of \$1,000;
 - 2. Three outbound transfers per Business Day not to exceed a total of \$1,000
 - 3. The above limits apply to the total of your transfers using the Linked Account Services for all of your accounts enrolled in the Linked Account Service. We may change your limits on the number and dollar amount of transfers at any time following notice to you.
- f. Mobile Banking. Your use of Mobile Banking is subject to the following additional terms and conditions:
 - i. General.
 - 1. Mobile Banking is offered as a convenience and supplemental service to Digital Banking. It is not intended to replace access to Digital Banking 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.
 - 2. To utilize Mobile Banking, you must be enrolled in Digital Banking. Depending on your wireless plan, you may be charged an access fee for Mobile Banking. Please check with your service provider for details on specific fees and charges. We may offer additional Mobile Banking services in the future. Any added Mobile Banking service will be governed by this Agreement. 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. 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 Mobile Banking is also subject to IMCU's Membership Agreement 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.

3. 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.
 4. 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.
 5. 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.
- ii. Permitted Mobile Banking Transfers. You may use Mobile Banking to transfer funds between your eligible IMCU accounts. 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. 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.
 - iii. Mobile Deposit. “Mobile Deposit” allows you to use your Device to create electronic images of the front and back of certain eligible paper checks and to transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition (“MICR”) line, to us for review and processing in accordance with this Agreement.
 1. In order to use Mobile Deposit, your Device must have a functioning and supported camera, you must be enrolled in Digital Banking, and the IMCU “app” must be installed on your Device. You acknowledge and agree that no transaction made through or using Mobile Deposit is an “electronic fund transfer” as defined by the federal Electronic Fund Transfer Act and/or Regulation E of the Consumer Financial Protection Bureau.
 2. “Electronic Check” means the electronic image of, and electronic information derived from, a paper check. After we receive your transmission, we will review each Electronic Check. For each Electronic Check that we determine is eligible for processing as described below, we will:
 - a. Create a substitute check that we will present directly or indirectly to the bank on which the original paper check to which the Electronic Check relates is drawn, or at or through

which the paper check is payable (each, a “Paying Bank”);

- b. Include the Electronic Check in an electronic file for presentment directly or indirectly to the Paying Bank; or
 - c. Present or post any Electronic Check for which we are the Paying Bank.
3. Types of Checks. You agree that you will use Mobile Deposit to scan and transmit images of “checks”, as that term is defined in Reg CC (12 CFR Part 229), for a deposit to your Account. You agree that the image of any check that is transmitted via Mobile Deposit shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You can only deposit U.S. checks and money orders using Mobile Deposit. Types of checks you cannot deposit are (“Prohibited Items”):
- a. Checks payable to any person or entity other than those recognized in the titling of the account.
 - b. Checks containing any alteration of which you know or believe to be fraudulent or are not authorized by the owner of the account on which the check is drawn.
 - c. Any checks that are not in original form with a signature, such as substitute checks or remotely created checks, checks written off an account at a financial institution located outside the United States, checks written to yourself, checks made out to cash or exchange for cash, checks dated greater than 60 days prior to date of deposit, checks which have been previously deposited and returned, checks which have been previously deposited and paid.
 - d. Please note that any check that you attempt to deposit using Mobile Deposit is subject to verification by IMCU. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting an IMCU branch.
 - e. You will be liable for depositing any Prohibited Items, and you agree to defend, indemnify, and hold IMCU harmless from all claims, demands, liabilities, judgments, losses, damages, actions, causes of action, expenses, and costs (including attorneys’ fees) that we may incur in any way related to the deposit of Prohibited Items to your account.
4. When you use Mobile Deposit to transmit a check image to us, you agree to supply the following information on the back of each check in the space provided for endorsements: (i) the following restrictive verbiage: “For IMCU Mobile Deposit Only”, and (ii) your legally-binding signature to endorse the check. You agree that you will apply no restrictive, qualified, or conditional endorsement to any check in connection with your use of Mobile Deposit except as we may direct, and you further agree that we

may handle and process any check image you transmit to us through Mobile Deposit in accordance with the terms of this Agreement notwithstanding any restrictive, qualified, or conditional endorsement you may apply to the check without our approval or direction. You agree to furnish such other information on checks as we may require from time to time.

5. Each time you use Mobile Deposit to transmit any check image to us, you represent and warrant to us that: (i) the check is not a Prohibited Check, (ii) you are entitled to enforce the check, (iii) all signatures on the check are authentic and authorized, (iv) the check is not a counterfeit item, (v) the check has not been altered, (vi) the check is not subject to a defense or claim in recoupment of any party that can be asserted against you, (vii) you have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of the check, (viii) the check, in the event of any dishonor or nonpayment by the drawee, is enforceable against both you and the drawer of the check, (ix) the check image transmitted by you to us accurately represents all of the information on the front and back of the original check as of the time that the check image was created, the electronic information accompanying the image includes an accurate record of all MICR line information required for a substitute check under Reg. CC and the amount of the check, and the image otherwise complies with the requirements of the this Agreement (including, but not limited to, any endorsement requirements), (x) you will neither create nor transmit through Mobile Deposit any duplicate image of the check, nor will you deposit or otherwise negotiate the original check, (xi) no person or entity will be asked to make payment based on a check it has already paid, (xii) no bank, as defined in Reg CC, that accepts the original check for deposit will incur an indemnifiable loss under Reg CC due to the check having already been paid, (xiii) neither we nor any subsequent transferees of the check or its image will sustain a loss as the result of the fact that an image of the check, instead of the original check, was accepted by us through Mobile Deposit, presented for payment, or returned, (xiv) the image of the check contains no computer viruses or other harmful, intrusive, or invasive codes, (xv) all information you have provided to us in connection with Mobile Deposit and the transaction is true, accurate, and current, and (xvi) the transaction otherwise complies in all respects with your duties, obligations, and agreements under this Agreement. YOU AGREE TO INDEMNIFY US AND TO HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED IN ANY WAY TO YOUR BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES, YOUR USE OF MOBILE DEPOSIT, AND/OR OUR PROVISION OF

MOBILE DEPOSIT TO YOU. YOUR AGREEMENT TO INDEMNIFY US
AND HOLD US HARMLESS WILL SURVIVE THE TERMINATION OF
THIS AGREEMENT FOR ANY REASON.

- iv. 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.
- v. 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 IMCU.
- vi. Security. 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.
- vii. Conduct. You agree that you will not use Mobile Banking to:
 - 1. 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;
 - 2. 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;
 - 3. Transmit or allow to be transmitted any information, data, or messages that harm minors in any way;
 - 4. 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;
 - 5. 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;
 - 6. Utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation;
 - 7. 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:

8. 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, 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;
 9. Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;
 10. 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; or
 11. Collect or store personal data about end users in connection with the prohibited conduct and activities set forth hereinabove.
- viii. 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.
- ix. 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.
- x. 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.
- xi. 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.

- xii. 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.
- xiii. 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.
- xiv. 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.
- xv. 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.
- xvi. 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.

g. Zelle Transfer Service

- We have partnered with the Zelle Network ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Service"). We will refer to financial institutions that have partnered with Zelle as "Network Banks."
- The Zelle Network® ("Zelle®") is a convenient way to send and receive money with others you trust. Zelle enables you to send and receive money with customers who are enrolled with us or with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the "Service"). We will refer to financial institutions that have partnered with Zelle as "Network Financial Institutions."
- Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transferred by a Network Financial Institution.
- THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

i. Eligibility and User Profile

When you enroll to use the Service you agree to the terms and conditions of this [Agreement]. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle, or the financial system to risk.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

Content Standards: You agree that you will not use the Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material, that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice. We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your mobile phone number or email address when sending, receiving, or requesting money, which will be your Zelle tag. Each Zelle tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle tags you may use. Your Zelle tag must

meet the Content Standards. You may not select a Zelle tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle have any obligation to monitor User Zelle tags, both we and Zelle have absolute discretion to remove a User Zelle tag at any time and for any reason without notice. We and Zelle may require you to change your Zelle tag in our sole discretion, and we may elect to make a Zelle tag unavailable to you, without any liability to you. We and Zelle may also monitor User Zelle tags to detect and prevent fraudulent activity or violations of the terms and conditions.

You understand that by using the Service, you may be exposed to a Zelle tag that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any User Zelle tags, including any loss or damage caused thereby. We and Zelle make no representation or warranty that a User Zelle tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

Tokens, such as e-mail or phone number, will be required for Zelle enrollment. Indiana Members Credit Union (IMCU) reserves the right to amend the terms of this document and your method of acceptance of the amended terms at any time.

ii. **Consent to Use and Disclose Personal Information (Including Account Information)**

IMCU will share information with Zelle and other Network Banks for the purposes permitted in the Zelle Network Participation Rules in accordance with its customary processes and procedures only.

iii. **Privacy and Information Security**

We make security and the protection of your information a top priority. You can access IMCU's Privacy Policy in our Membership Agreement & Disclosures booklet.

iv. **Wireless Operator Data**

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. You can access IMCU's Privacy Policy in our Membership Agreement & Disclosures booklet.

v. **Enrolling for the Service**

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet

Protocol.

- b. Once enrolled, you may:
 - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
 - ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money".
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- d. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle.
- e. If you enroll for the Service and select to use a Zelle tag, the mobile phone number associated with your User profile will be used as the Contact Method for communication related to the Service and must meet the requirements described herein.

vi. **Consent to Emails and Automated Text Messages**

You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

- a. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a Contact Method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.
- b. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient.
- c. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.

- e. To cancel text messaging from us, contact 1-844-428-8542. For help or information regarding text messaging, contact us at 1-844-8542.
- f. Supported Carriers All major carriers

vii. Receiving Money: Money Transfers by Network Financial Institutions

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle, the other Network Financial Institutions and other Zelle users, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We or Zelle may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this [Agreement] and the procedures of the business or government agency that is sending you the payment. We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

viii. Sending Money: Debits by Network Financial Institutions

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this [Agreement], and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Service to send money only to people you know and trust.

In most cases, when you are sending money to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle, the other Network Financial Institutions, and other Zelle users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle delay or block a payment that you

have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

Neither we nor Zelle have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.

ix. Liability

Neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

x. Send Limits

We reserve the right to change the transfer limits at any time.

	Cap Amount
Amount Per Transaction	\$500.00
Amount Per Processing Day	\$1,000
Amount Per Processing Week	\$2,500
Amount Per Processing Month	\$10,000

xi. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our discretion, that we will not send a reminder or repeat request to that User.

By accepting this [Agreement], you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents

and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

xii. Transaction Errors

For more information on what to do if you notice an error with a transfer, please review the link to IMCU's Membership Agreement & Disclosures and Digital Banking Agreement. <https://Imcu.com/assets/files/dZ1xprfR/Membership Agreement & Disclosures-Digital Banking.pdf>

xiii. Your Liability for Unauthorized Transfers

For more information on what to do if you notice an unauthorized transfer, please review the link to IMCU's Membership Agreement & Disclosures and Digital Banking Agreement. <https://Imcu.com/assets/files/dZ1xprfR/Membership Agreement & Disclosures-Digital Banking.pdf>

xiv. Liability for Failure to Complete Transfers

Indiana Members Credit Union is not liable if a transfer is not fully completed.

xv. Fees

Indiana Members Credit Union is not currently charging for this service. We reserve the right to charge fees in the future.

xvi. Use of Our On-line Banking Website and/or Mobile App

You agree to access this website and/or mobile app in compliance with our Digital Banking Disclosure, which are available at <https://Imcu.com/assets/files/dZ1xprfR/Membership Agreement & Disclosures-Digital Banking.pdf> and incorporated into and made part of this [Agreement] by this reference.

xvii. Cancellation of the Service

If you wish to cancel the service, contact Indiana Members Credit Union Member Services department at 1-800-556-9268.

xviii. Right to Terminate Access

Indiana Members Credit Union reserves the right to terminate or limit service at any time.

xix. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

xx. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® SERVICE OR WITH

THE TERMS OF THIS [AGREEMENT], YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

xxi. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this [Agreement], you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this [Agreement].

xxii. Governing Law: Choice of Law: Severability

This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Indiana. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the

principal office of the Credit Union is located

xxiii. Miscellaneous

Subject to the terms of this [Agreement], the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle. Live customer service generally will be available Monday through Friday, excluding US bank holidays. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

- h. **Pay by Card.** Pay by Card is for the electronic presentment of bills (“Bills”) in Digital Banking only. It is your sole responsibility to contact Billers directly if you do not receive a Bill. Pay by Card does not alter your liability or the obligations that may exist between you and a Biller, or under this Agreement. In addition, you acknowledge and agree:
 - i. IMCU has no ability to update or change your information with a Biller including your name, address, phone numbers and e-mail addresses. You must contact the Biller directly to make any changes. Additionally, you are solely responsible to use the Biller’s website and to maintain all usernames, passwords, and any other information for all Biller websites. You will not use any other person’s information to gain unauthorized access to any other person’s Bill. We may, at the request of a Biller, provide the Biller any data or information requested by such Biller for activation of Pay by Card, including address, phone number, and/or e-mail address.
 - ii. Upon activation of the Pay by Card feature, we may notify the applicable Billers of your request to receive Bills. The presentment of your first Bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of a Bill is at the sole discretion of the Biller. While Pay by Card is being activated you remain responsible for paying all Bills and keeping Biller accounts current. Each Biller reserves the right to accept or deny your request to receive Bills.
 - iii. Activation of the Pay by Card feature is deemed to be authorization for IMCU to obtain and receive bill data from the Biller on your behalf. You may be asked to provide us with user names and passwords for a Biller. By providing such information, you authorize us to use the information to obtain bill data.
 - iv. Bills will be presented by notification within the Service. You may setup an email notification. You are responsible for verifying that any email address is accurate. We are not responsible for the delivery or receipt of any notification and the time frame may vary from Biller to Biller. You must periodically use the Service and check for Bills.

- v. Each Biller reserves the right to cancel the presentment of Bills at any time. You may cancel Bill presentment for any Biller at any time. The timeframe for cancellation of Bills may vary from Biller to Biller and may take up to sixty (60) days. We will notify Billers of the change in status of your receipt of Bills. You shall be responsible for making arrangements for an alternative form of bill delivery and paying any Bills that are already in process at the time of cancellation.
- vi. You are responsible for ensuring timely payment of all Bills. Copies of previously delivered Bills must be requested from the Biller directly.
- vii. We make no representations or warranties as to, and are not responsible for, the accuracy of any Bill. Any discrepancies or disputes must be addressed with the Biller directly.
- i. Card Swap. The Card Payment service ("CardSwap") allows you to link your IMCU accounts to certain third-party service providers ("Payees") by accessing your accounts on such Payees' websites and online services ("Payee Sites"). CardSwap allows you to add or swap your payment card used to make payments thereby making payments from a single Funding Account. 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 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.
 - i. Funding Accounts. If you use CardSwap, payments will be paid using funds from your designated IMCU account (your "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.

- ii. Limitations. You acknowledge and agree that: (a) some Payees may not allow Us to access your account on Payee Sites on your behalf; (b) Payees may make changes to Payee Sites and/or other services, with or without notice to Us, that may affect overall performance of CardSwap and prevent or delay payment to such Payees; (c) certain Payees may not accept payment from all types of funding sources (for example, not all Payee Sites may accept debit or credit cards); and (d) we may, in our sole discretion, impose limits on the number and amount of payments, in aggregate, that you can send using the Debit or Credit Card linked via CardSwap.

When a payment is initiated using the Debit or Credit Card linked via CardSwap, the Payee is not required to accept it. You agree that you will not hold us liable for any damages resulting from a Payee not receiving payment made using the Debit or Credit Card linked via CardSwap for any reason.

- iii. Payment Delays and Errors. It is your responsibility to review all payment transactions you initiate using the Debit or Credit Card linked via CardSwap against account statements you receive from us. You acknowledge that some transactions may take longer to be credited to your account on a Payee Site due to circumstances beyond our control, such as delays in handling and posting payments, errors with Payee Account Information, or errors with funding instructions. You are solely responsible for ensuring that payments made using the Debit or Credit Card linked via CardSwap arrive by the Payee's due date.

You are solely liable for errors you make in using CardSwap. Without limiting the foregoing, we will not be responsible or liable: (a) if the Debit or Credit Card linked via CardSwap or linked Funding Account is restricted, expired, closed or does not contain sufficient funds or transaction amount or velocity limit to complete a transaction; (b) if a payment is rejected, returned, mishandled, or delayed by the Payee or us for any reason; or (c) due to (i) any unavailability of "CardSwap" for any reason, (ii) fraud or attacks on the Services, or (iii) circumstances beyond our control (for example, fire, flood, third party networks, or any failure by your computer, software, or Internet connection).

- iv. Unauthorized Transactions. You must notify us immediately if you suspect or believe that a transaction to a "Payee" has occurred using the Debit or Credit Card linked to the Payee via "CardSwap" that you did not authorize or that an incorrect amount was authorized. In an effort to manage our risk, IMCU and its' service providers may, but are not required to, monitor your transactions and processing activity for high-risk practices or for fraudulent transactions.

- v. Electronic Communications. The communications between you and us via the Services use electronic means. For contractual purposes, you consent to receive communications from us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- vi. Software Updates. We may, from time to time in our sole discretion, develop and provide Software updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, "Updates"). Updates may also modify or delete in their entirety certain features and functionality of the Services. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Services.
- vii. Changes to the Services. We reserve the right to make changes to, suspend, or discontinue (temporarily or permanently) the Services or any portion thereof at any time. You agree that we will not be liable to you or to any third party for any such change, suspension, or discontinuance.
- viii. Suspension/Termination of Access. We have the right to deny access to, and to suspend or terminate your access to, the Services or to any features or portions thereof, at any time and for any reason, including if you violate these Terms of Service or if we believe there is suspicious or unusual activity related to your account. Neither termination nor suspension shall affect your liability or obligations under these Terms of Service. In the event that we suspend or terminate your access to the Services, you will continue to be bound by the Terms of Service that were in effect as of the date of your suspension or termination.

In the event we terminate your account, any payments to Payees that we have processed before the termination date may be completed, however you should verify that such payments have been completed directly with your intended Payee. We are not responsible for any payments not completed as a result of termination.

- ix. Disclaimer; Limitation of Liability. Disclaimer of Warranties. THE SERVICES AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER WE

NOR ANY PERSON ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SERVICES OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, CONTENT, OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

- x. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 10.2, WE ARE FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS OF SERVICE, IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED THE TOTAL AMOUNT OF \$100.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF SERVICE FAIL OF THEIR ESSENTIAL PURPOSE.
- xi. Indemnification. You agree to indemnify, defend, and hold us and our officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) your use of the Services; (b) any violation of these Terms of Service or applicable law; and/or (c) any claims by another owner of a Funding Account you use in connection with "CardSwap" or any joint account holder of an account on a Payee Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event, you agree to cooperate with us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Terms of Service.
- xii. Third Party Materials. The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third Party Materials"). You acknowledge and agree that we are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. We do not assume and will not have any liability to you or any other person or entity for any

Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

- xiii. Third Party Platforms. We may provide the Services to you through the Payees Sites and/or other third-party websites, operating systems, platforms, and portals (collectively, "Third-Party Platforms"). Additional terms and conditions will apply to you with respect to your use of Third-Party Platforms, which are not under our control. We do not assume any responsibility or liability for your use of such Third-Party Platforms.
 - xiv. U.S. Export Controls. The Software may be subject to United States export laws, including the including the United States Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule or regulation. You shall comply with all applicable laws, rules, and regulations, and complete all required undertakings (including obtaining any necessary export License or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software available outside the United States.
- j. iPay Service. Your use of the iPay service is subject to the following additional terms and conditions:
- i. Service. The iPay service allows you to make one-time or recurring check or electronic payments ("Bill Payments") from an eligible account to individuals, companies, or merchants you have designated as a payee ("Payee") to pay bills. You authorize us to utilize third parties to provide the iPay services to you on our behalf. If the designated account does not have sufficient available funds to complete the Bill Payment, the Bill Payment may be refused. We reserve the right to refuse to make any Bill Payment, but will notify you of any such refusal within two (2) Business Days following receipt of your payment instruction.
 - ii. Use of Service. You may use the iPay service to make Bill Payments up to a maximum of \$10,000.00 per payment and maximum daily limit of \$10,000.00. IMCU reserves the right to change the maximum Bill Payment and daily limits. By furnishing IMCU with the names and addresses of a Payee, you authorize IMCU to follow the instruction to each Payee submitted via the iPay Service. You will instruct IMCU when to send the Bill Payment by selecting a "Delivery By Date". The date the Bill Payment is sent by IMCU is called the "Process Date." When IMCU receives a Bill Payment instruction, we will start the transfer of funds to the Payee on your behalf and debit the applicable Account on the Process Date. All electronic payments made through iPay Service will be processed pursuant to regulations concerning preauthorized payments

contained in the Electronic Funds Transfer Act (as applicable) and the NACHA Rules. You agree not to use the iPay Service to initiate any form of Bill Payment that may result in an International ACH Transaction ("IAT"), and acknowledges that such transactions are specifically prohibited under this Agreement. All other Bill Payments made through the Service will be processed in compliance with Regulation CC (12 CFR § 229) and applicable law.

- iii. Scheduling Payments. The Bill Payment should only be scheduled to be paid on a Business Day. If you attempt to schedule a payment to be paid on a non-Business Day, the scheduled Bill 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 8 a.m., ET, on the Business Day that the payment is scheduled to occur by contacting iPay Services at:

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

There will be a delay between the Process Date and the date the Payee receives the Bill Payment. All Bill Payments require sufficient time for the Payee to receive the Bill Payment and credit your account with them accordingly. To avoid incurring a finance or other charge with a Payee, you should schedule all Bill Payments sufficiently in advance of the payment's actual due date. YOU SHOULD ENTER OR SCHEDULE THE BILL PAYMENT TO PROCESS AT LEAST 3 FULL BUSINESS DAYS FOR AN ELECTRONIC PAYMENT OR 5 BUSINESS DAYS FOR A PAYMENT BY CHECK PRIOR TO THE DATE THE PAYMENT IS ACTUALLY DUE TO MAXIMIZE THE LIKELIHOOD OF TIMELY RECEIPT. However, IMCU makes no guarantee or promise that any Bill Payment will be received and processed by any Payee before the date on which your payment is due.

- iv. Cancel or Edit Bill Payment. You may cancel or edit any Bill Payment, including recurring Bill Payments, by following the directions within the iPay service. There is no additional charge for canceling or editing a Bill Payment. However, all cancellations or edits must be submitted by you and received by IMCU prior to the cut-off time of the Process Date. Any cancellation or edit received after such cut-off time may be ineffective and the Bill Payment may be made.
- v. Failed Payments. If a scheduled Bill Payment is unable to be processed due to insufficient funds in your account, IMCU will attempt to resend the Bill Payment on the next Business Day. If a scheduled Bill Payment is unable to be processed due to insufficient funds in your account for a period of three consecutive Business Days, it will be cancelled.

- vi. Remittance Information. You may transmit to the Payee additional detail related to the Bill Payment by following the directions within the iPay Service. However, this feature is only available for Bill Payments sent by check. The additional detail may include information such as invoice numbers, credit memo detail and dollar amounts, and is added to the check.
- vii. Prohibited Bill Payments. You agree to not make, or attempt to make, any Bill Payment (1) that will be sent outside of the United States, either electronically or by check; or (2) to pay tax payments, payments made pursuant to court orders, fines, payments for gambling debts, or payments otherwise prohibited by federal, state or local law. Any Bill Payment under (1) and/or (2) will be considered a "Prohibited Bill Payment". We reserve the right to refuse to make any Bill Payment, but will notify you of any such refusal within two (2) Business Days following receipt of your payment instruction.
- viii. No Duty to Monitor Bill Payments; Indemnification; Disputes. You agree that IMCU has no obligation to you to monitor Bill Payments, including for Prohibited Bill Payments. If you make any (1) Bill Payment to any Payee, or any purported Payee, for a disputed amount, amount that you do not owe, or for any Bill that is not yours, (2) duplicative Bill Payment; or (3) Prohibited Bill Payment, you assume the entire risk of loss. In no event will IMCU have any liability for any loss, damages, or claims resulting from any such Bill Payment. Any dispute, objection, misapplication, misposting, misdirected payment, request to return funds, or anything similar with regard to a Bill Payment, Prohibited Bill Payment, and/or with a Payee shall be solely your responsibility, be between you and Payee, and you must resolve directly with Payee.
- ix. Risk of Loss of Data. You acknowledges that the iPay service, by its nature of being provided through an online portal, may on occasion encounter system failure or interruption. In the event of a system failure or interruption your data may be lost or destroyed. Any Bill Payment that you initiated, was in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than the iPay service to ensure the accuracy and completeness of such Bill Payments. You assume the risk of loss of data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction so affected.
- x. Failed Payments.
 - 1. A Bill Payment may not be accepted by IMCU or may fail if any of the following occur:

- a. The Bill Payment was insufficiently funded;
- b. Erroneous or incomplete information is provided by you, which prevents accurate and timely payment;
- c. A Payee cannot or will not accept a payment sent by IMCU;
- d. IMCU suspects the Bill Payment of being fraudulent; or
- e. IMCU suspects that the Payee is a blocked entity under Office of Foreign Assets Control (OFAC) Sanctions.

IMCU will notify you of any Bill Payment that is not accepted or fails because of any of the reasons described above. If the Bill Payment does not occur due to any of items (ii) through (v) above, IMCU may request additional information. If you do not provide the information needed to resolve the unaccepted or failed Bill Payment within five (5) Business Days, the Bill Payment will be cancelled and funds will be recredited to your Account.

- 2. If a scheduled Bill Payment is not accepted or fails because the Account from which the Bill Payment was scheduled has insufficient funds or the iPay could not retrieve the funds necessary to make the Bill Payment for any reason, then you acknowledge and agree that:
 - a. The iPay service may be deactivated for all Accounts;
 - b. Notice of such a failed Bill Payment also constitutes notice of the deactivation of the iPay service for all Accounts and cancellation of any Bill Payments scheduled to be made after the failed Bill Payment; and
 - c. You may not receive any further notice with regard to deactivation of the iPay service or that Bill Payments will not be made or initiated.

Any action under this section will remain in effect until IMCU, in its sole discretion, determines whether the iPay service will be restored. Until the iPay service is restored, if at all, it is your sole responsibility to arrange for another means of payment for any cancelled Bill Payments and all bills. IMCU may, but has no obligation to, attempt to re-submit a failed Bill Payment up to three (3) times after the Bill Payment fails as provided in this section.

- 3. You agree that IMCU is not responsible or liable for not accepting or processing any failed Bill Payment for any of the reasons described above, including during any time that the iPay service is deactivated, whether or not there are sufficient funds in your Account during such deactivation period.

xi. Delayed or Returned Payments. To the extent known by IMCU, you will be

notified if a delay occurs in the processing of a Bill Payment. You may be instructed to call IMCU's Customer Service or IMCU may call you if more information is needed. You understand that Payees and/or the United States Postal Service may return payments to us for various reasons including Payee's forwarding address has expired; You did not provide Payee a valid account number; Payee is unable to locate your account; and/or your account is paid in full. IMCU may research and correct a returned Bill Payment and resend it to the Payee, or void the Bill Payment and credit your Account.

- xii. Compliance with Law. While IMCU has no obligation to monitor your Bill Payments, IMCU may monitor your use of the iPay service and any Bill Payments, for IMCU's own benefit, for compliance with this Agreement, all federal and state laws, including laws and regulations governing currency transactions and money laundering. IMCU may refuse or cancel any Bill Payment, including any recurring Bill Payment, if IMCU, in its sole discretion, believes such Bill Payment was a Prohibited Bill Payment or may violate applicable law.
- xiii. Rush Bill Payments. A Bill Payment on an expedited basis ("Rush Bill Payment") is available for a limited number of Payees. Availability of Rush Bill Payment options will be limited based on Payee capabilities, time of day, and payment delivery mechanisms. The cut-off time for Rush Bill Payment may vary based on the location of the Payee. You shall not submit Rush Bill Payments for an overnight check addressed to an individual, PO Box, or location outside of the contiguous 48 states and District of Columbia, or any other reason as communicated to you by IMCU. You are responsible for entering and validating any information, including addresses for overnight checks. Rush Bill Payments in the form of electronic payments will utilize ACH. All Rush Bill Payments will be immediately debited from your Account, including any applicable Fees, upon submission of the Rush Bill Payment. You will not have the ability to edit or cancel any Rush Bill Payment after submission.
- xiv. IMCU Errors; Limitation of Liability. If IMCU does not properly complete a Bill Payment on time or in the correct amount, IMCU will pay any reasonable and directly resulting late fees or finance charges, and provided that at the time of submission of the applicable Bill Payment:
 - 1. Your account with the Payee was in good standing;
 - 2. Your applicable Account contained sufficient immediately available funds to cover the Bill Payment;
 - 3. You submitted correct and sufficient information to complete the Bill Payment; and
 - 4. You submitted the Bill Payment within the necessary time frames

described above in this Agreement.

This shall be your sole remedy with respect to the iPay service. IMCU will not be liable for any charges or fees imposed or any other action taken by any Payee or any other party resulting from a payment that you did not pay or schedule properly, including finance charges and late fees. In addition, IMCU is not be liable if any third party through whom any Bill Payment is to be made fails to properly transmit, delays, misapplies, loses, or steals the payment to the Payee.

Electronic Notice Disclosure and Consent Agreement

This consent contains important information about how we will deliver all disclosures, notices, terms and conditions, communications (including communications regarding the collections of your account) or other documents (collectively, "Notices") related to the provision of Digital Banking Services. **This consent covers each and every account, product, or service we offer that you apply for, own, use, administer or access using the Digital Banking 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.

Receiving Notices Electronically. 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.

Paper Copies. 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.

Updating Your Contact Information. 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 Digital Banking Services, or at any branch. 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.

Withdrawing from Electronic Notices. 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.

Hardware and Software Requirements. 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

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 the terms and conditions of this Agreement.