

# ELECTRONIC SUITE OF SERVICES AGREEMENT

**THIS AGREEMENT CONTAINS IMPORTANT INFORMATION ABOUT THE TERMS AND CONDITIONS FOR YOUR USE OF OUR ONLINE AND ELECTRONIC SUITE OF SERVICES WHEN YOU DO BUSINESS WITH US. PLEASE READ THIS AGREEMENT CAREFULLY AND PRINT, EMAIL, OR SAVE A COPY OF THIS AGREEMENT FOR YOUR RECORDS.**

When You accept this Electronic Suite of Services Agreement (“Agreement”), You are consenting to the terms and conditions for the use of Vantage Credit Union’s online and electronic suite of services (collectively, “Digital Banking”) that includes, but is not limited to, Electronic Document Delivery, Bill Pay, remote deposit, M2M Transfers, and Electronic Account Access, as well as any other online products and services that may be offered from time to time by and through Vantage Credit Union’s website, Mobile App, or other electronic portal. Fees may apply related to Digital Banking or for the transmittal of paper documents upon any termination or cancellation of Digital Banking; please refer to Our Fee Schedule for any fees that may apply. In this Agreement, capitalized words have definitions that are listed in Section 12.13 of this Agreement.

After You have read this Electronic Suite of Services Agreement, You will be asked to click a button to show that You consent and agree to these terms and conditions. Use of any Internet-enabled device to access Digital Banking also indicates acceptance of the complete terms and conditions in this Agreement. Please read and review them carefully and keep a copy for Your future reference.

## 1. GENERAL

### 1.1 ACCESSING DIGITAL BANKING SERVICES

To access Digital Banking, You must establish a unique username and password via Our website, <https://www.vcu.com>. By establishing Your unique username and password using any Device to access Digital Banking, You indicate Your acceptance of this Agreement. You may be required to accept the terms and conditions of this Agreement again, or as amended, as You establish Electronic Access to any additional products or services from Us. In addition, establishing Electronic Access to any specific products or services within Digital Banking indicates Your acceptance of the terms and conditions of use of those products or services. For that reason, in order to establish Electronic Access, You must also read and consent to Our Electronic Document Delivery Agreement. You may be required to read and consent to other agreements with Us related to specific services or functions provided through Digital Banking by Us, third party vendors, or Our affiliates. In addition, for some Devices, You may need to “trust” your Device (or ensure that the “install from known sources” option is not enabled on Your Device in order to establish Electronic Access).

After establishing Your unique username and password, You also may download the Mobile App to Your Device(s). You will use the same username and password to access the Mobile App as You use to access Our website. Initial Electronic Access for each Device may require You to enter a security code or other authentication that is sent to You via Your selected method of contact, which may include email or text message.

During the log out from any Device, You can register the Device and eliminate the need to input a security code or other authentication to access the Mobile App in the future. At each subsequent Device log out, You will be given the option to register or remove the registry of the Device.

Secure login using a web browser via the “Member Login” page will give You maximum Electronic Access to Your Accounts and Digital Banking. Differing functionality may be available on individual Devices and the Mobile App may differ slightly in functionality between Devices as a result of differing Device operating systems and format limitations associated with non-desktop Devices.

### 1.2 AVAILABILITY OF ELECTRONIC ACCESS

Your Account can be accessed using many Devices. Subject to maintenance, data processing, internet or service interruption or other unforeseen occurrences, Digital Banking will be available for Your convenience twenty-four (24) hours per day. We reserve the right to refuse any transaction that would draw upon insufficient funds or exceed a credit limit. We may set other limits on the amount or type of any transaction and We will make reasonable efforts to notify You of those limits.

Electronic Access has limits on the time a session can continue without activity or keystrokes and You may be required to log in again after a period of inactivity. Electronic Access also may be restricted due to an excessive number of incorrect log in attempts.

### 1.3 PROTECTING YOUR USERNAME AND PASSWORD

You are responsible and liable for the authorized use, protection and confidentiality of Your unique username, password, security questions and answers, and other methods of authentication of Your identity for Your authorized Electronic Access and registration for Your Devices, as well as Account numbers, Account information, email address information, notification preferences and other personally identifiable information (“PII”) provided and as modified by You for use in Digital Banking. You will determine what password you will use, and your password is never communicated to Us. We will only use PII in accordance with our Privacy Notice.

We may also require additional security procedures for certain transactions. These additional security procedures may require special hardware, software, or third-party services. To enhance the security of Your Digital Banking, we may also offer you additional, optional security procedures. These could include personal reference questions and answers, random number generators, or one-time access codes.

You accept responsibility for the confidentiality and security of your Electronic Access and agree to change your password periodically. You acknowledge that retaining Your password and PII on any Device may result in another user on that Device conducting transactions on Your Account. Do not share Your password or other PII with any other person. If You voluntarily deliver Your password or PII to any other person, then You remain responsible for that person’s use of that password or PII, whether or not they exceed their authorized use of that password or PII. **You agree to defend, release, hold harmless, and indemnify Vantage Credit Union from and against any and all claims of any nature arising out of any such access by a person you have authorized, permitted or enabled to have access to your accounts via Digital Banking or Electronic Account Access.**

You must notify Us immediately of any theft, loss, compromise, or unauthorized use of Your password and/or PII. You agree it is Your responsibility to contact Us immediately if You are unable to use Electronic Access if You believe Your PII has been jeopardized or due to an unauthorized use of Your Username and/or password. Please contact Us via email at [info@vcu.com](mailto:info@vcu.com) (do not include personal information in that transmittal), via telephone at 314.298.0055 or toll free at 800.522.6009, or via mail to Vantage Credit Union, 19 Research Park, St. Charles, MO 63304 to do so.

#### **1.4 LIMITED ACCESS FOR CO-OBLIGORS**

Co-Obligors who are not Account Owners may have capability to complete the following Digital Banking Services:

- Obtain balance and activity information for Your loan Account/s with Us;
- Make payments to Your loan Account/s with Us;
- Correspond with Us via Our secure message center; and
- Download Account information into financial management software programs for reconciliation and budgeting.

Co-Obligors who are not Account Owners shall not have any right to access services not specifically enumerated in this Section 1.4 including, but not limited to, Remote Deposit, and Bill Pay. Nothing herein impacts the joint and several liabilities of Co-Obligors with regard to any loan payments due and owing or other liabilities related to a loan Account.

#### **1.5 JOINT ACCOUNTS**

Each Joint Owner of a Joint Account must establish a unique username and password to access that Account via Digital Banking.

If any Member's Account accessed via Digital Banking is a Joint Account, all Joint Owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all advances, transactions, and transfers to or from any and all Accounts as provided in this Agreement. Each Joint Owner, without the consent of any other Account Owner, may, and hereby is authorized by every other Joint Owner to, make any transaction permitted under this Agreement. Each Joint Owner for any Account is authorized to act for all other Account Owners, and We may accept orders and instructions regarding any transactions on any Account from any Joint Owner of that Account.

#### **1.6 FIDUCIARY ACCOUNTS**

In some cases, an Account may be held by one or more fiduciaries for one or more Members, such as attorneys in fact, trustees, conservators, or other custodians. Alternatively, one or more fiduciaries may be added to an Account with one or more Members or with each other upon the occurrence of particular events or satisfaction of certain conditions. Both the Members on an Account and any and all fiduciaries for that Account must establish a unique username and password to access that Account via Digital Banking.

In all cases, fiduciaries are bound and limited by applicable law with regard to the permitted scope of their actions and authority. In certain cases, the appointment or involvement of a fiduciary may result in the termination of a Member's Electronic Access in order to comply with applicable law or fiduciary documentation.

If any Member's Account(s) accessed via Digital Banking are subject to multiple fiduciaries, all fiduciaries, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all advances, transactions, and transfers to or from any and all Accounts as provided in this Agreement. Each fiduciary, without the consent of any other Account Owner or fiduciary, may, and hereby is authorized by every Account Owner or fiduciary to, make any transaction permitted under both this Agreement and applicable law with regard to the permitted scope of their actions and authority.

#### **1.7 SWITCH ACCOUNTS**

Switch Accounts is a Digital Banking feature which allows You to access multiple Accounts (for example, Your personal Accounts, joint Accounts, and Accounts on which You are a fiduciary) that You have transactional authority over and that You have added, through Switch Accounts, to Your primary login Account. Adding Switch Accounts allows You to transact and conduct Digital Banking using one primary login on multiple Accounts. In order to transact and conduct Digital Banking through Switch Accounts, You will need to register your primary Account and each additional Account with a separate login. Once an Account is registered, You can add the Account to Your primary login through Switch Accounts. Once an Account has been added as a Switch Account, You will be able to transact on this Account from Your primary login as if You are logged in to that Account. Switch Accounts is an optional, available feature within Digital Banking. You may maintain separate access to multiple Accounts through their unique logins and forego using the Switch Accounts feature if You prefer.

#### **1.8 STOP PAYMENTS (ACCOUNT CHECKS AND ELECTRONIC AND PRE-AUTHORIZED DRAFTS)**

Any stop payment request will be processed immediately for a check that has not already cleared Your Account. We will deduct a stop payment fee in the amount set forth in Our Fee Schedule from Your checking or Premier Money Market account by the end of the then-Current Business Day per new or renewed stop payment order for single, multiple, or a sequential range of checks. Each stop payment order will be effective for six (6) months after the date accepted and automatically will expire after that period unless You renew the stop payment order.

Stop payment orders only are valid on personal checks drawn on your Account with Us. Stop payment orders do not apply to any electronic or pre-authorized drafts that You might have requested or agreed to have drawn.

If you wish to stop payment on an electronic or pre-authorized draft, you must submit a request via Digital Banking. Stop payment requests on electronic or pre-authorized drafts are not processed immediately. We will deduct a stop payment fee in the amount set forth in Our Fee Schedule from Your checking or Premier Money Market account when any stop payment request on an electronic or pre-authorized draft is processed.

#### **1.9 CANCELLATION OF ELECTRONIC ACCESS**

You may cancel or revoke Your consent to this Agreement and Your Electronic Access at any time by contacting Us via email at [info@vcu.com](mailto:info@vcu.com), via telephone at 314.298.0055 or toll free at 800.522.6009, or via mail to Vantage Credit Union, 19 Research Park, St. Charles, MO 63304. There is no charge to cancel or revoke Your consent to this Agreement or to Electronic Access, but cancellation or revocation of consent to this Agreement automatically will revoke any Electronic Document Delivery Agreement that We have with You. If that occurs, fees may be charged to receive paper copies of records unless prohibited by applicable law. Please refer to Our Fee Schedule for the fee/s that apply for paper copies of records.

Cancellation is effective at the date and time of Our "on screen" confirmation of electronic cancellation or thirty (30) days after Our receipt of Your written notice of cancellation by mail, as applicable. We recommend that You save and print Your confirmation of cancellation of Electronic Access for Your records. When cancellation becomes effective, We will terminate Your username and password, Your Electronic Access and Your access to Digital Banking. Please note that cancellation of Electronic Access also cancels all automated transfers and bill payments, including payments through Bill Pay.

We may cancel Your Electronic Access, Digital Banking and any or all products enumerated in this Agreement at any time and for any reason including, without limitation, for the reasons listed in the Membership and Account Agreement under "Termination of Account" or "Membership". If that occurs, Your Account will revert to delivery of paper documents by United States mail or as otherwise allowed or required by applicable law. Again, fees may be charged to receive paper copies of records unless prohibited by applicable law. Please refer to Our Fee Schedule for the fees that apply for paper copies of records.

Whether You or We cancel Your Electronic Access, that cancellation shall not negate or nullify obligations under the Membership and Account Agreement, any loan or line of credit agreement, or any other agreement between You and Us or the legal effectiveness, validity or enforceability of Electronic Records provided to You before the effective date of cancellation.

#### **1.10 LIABILITY**

You are solely responsible for controlling the safekeeping of Your Electronic Access and PII. You are liable for all transactions You make or that You authorize another person to make, even if that person exceeds their authority. We are not liable for any transaction that was not completed because You did not properly follow the instructions to complete that transaction. We are not responsible for Your acts or omissions, or those of any other person including, without limitation, any transmission or communication facility or system, and no such party shall be deemed to be Our agent. We are not responsible for any service interruption or any hardware or software malfunction with regard to Your Electronic Access or Digital Banking. We are not liable for any act, failure to act, or delay in action caused, in whole or in part, by any cause beyond Our reasonable control. In any event, We will not be liable for any special, consequential, incidental, or punitive losses, damages or expenses in connection with this Agreement, Your Electronic Access or Digital Banking, even if We have knowledge of the possibility of them.

### **2. BILL PAY**

#### **2.1 BILL PAY SERVICE**

You may use Bill Pay to direct Us to make payments from Your designated checking account to the Payee(s) You choose in accord with the terms and conditions of this Agreement. You may use Bill Pay only after You (or the Account holder with transactional authority) accept this Agreement and establish Electronic Access. You acknowledge that Bill Pay is only accessible via Electronic Access. In accordance with Section 1.1 of this Agreement, Your use of Bill Pay constitutes acceptance of the terms and conditions of this Agreement.

#### **2.2 PAYEES AND PAYMENTS**

We reserve the right to refuse the designation of a Payee for any reason. Payments to government subdivisions or agencies, taxing authorities or tax payment processors and court ordered payments are prohibited under this Agreement. You may pay any Payee within the United States (including United States territories and APOs/AEOs).

We only process payments on Business Days. Payments must be submitted prior to the daily cut-off time of 1:00 p.m. prevailing Central Time (“Deadline”) for processing on any particular Business Day. We reserve the right to change the Deadline without further notice.

#### **2.3 PAYMENT PROCESSING**

We will process a single payment on the Business Day that You designate as the payment’s process date if the payment is submitted before the Deadline on that date. A single payment submitted after the Deadline on the designated process date will be processed on the next Business Day. You will not be able to select weekend or holiday dates that Vantage Credit Union is closed when scheduling a non-recurring payment in Bill Pay.

For recurring payments, Our system calculates and automatically schedules a process date for the next occurrence of the payment based upon Your selected frequency settings for that payment when it processes a payment. If the calculated process date is a non-Business Day, the next occurrence of the payment will adjust to the first Business Day after the calculated process date. Some recurring payments that were scheduled prior to our system update may be paid on the Business Day prior to the calculated process date, as applicable.

If Your frequency settings for a recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar Business Day of that month will be used as the calculated process date.

We process all debited Bill Pay payments by electronic fund transfers. Please see the “Electronic Services Agreement and Disclosure” in Our Membership and Account Agreement for important information concerning Your rights and obligations with regard to electronic fund transfers.

#### **2.4 DETERMINING YOUR PREFERRED PAYMENT DATE**

Our system will calculate an estimated arrival date for Your payment. This is only an estimate. Please allow ample time for Your payments to reach Your Payees. You should allow a minimum of five (5) to ten (10) Business Days for any check payment and three (3) Business Days for any electronic payment to reach Your Payee(s).

#### **2.5 CANCELLING A BILL PAY PAYMENT**

You can change or cancel a Bill Pay payment at any time before the Deadline on the scheduled process date. We are not responsible for any Bill Pay payment made before We have a reasonable opportunity to act on any payment change or cancellation and You remain obligated for all Bill Pay payments made by Us on Your behalf.

#### **2.6 ADDITIONAL FEATURES**

If available, You may elect to expedite the delivery of a payment by selecting the rush delivery feature. We will apply and debit an additional service charge from Your checking account when You use this feature.

#### **2.7 AVAILABLE FUNDS**

You agree to have sufficient available and collected funds on deposit in the Account that You designate to fund any payments requested via Bill Pay, as well as any other payment obligations You have to Us from that Account, and We reserve the right, without liability, to reject or reverse a Bill Pay payment if You fail to comply with that requirement or any other term of this Agreement. If You do not have sufficient funds on deposit in the Account that You designate to fund any payments requested via Bill Pay and We have not exercised Our right to reverse or reject such payments, You agree to pay for such payment obligations and any related fees on demand. You further agree that We, at Our option, may charge any of Your Accounts with Us to cover those payment obligations as per the Membership and Account Agreement.

#### **2.8 FEES AND CHARGES**

We reserve the right to charge You for research time in accord with Our Fee Schedule for information regarding Bill Pay payments no longer visible in Your Electronic Access. We will inform You of the fee for that research before it is incurred.

#### **2.9 LIABILITIES**

You are responsible for any Bill Pay payment You request that contains an error or duplicates another payment, as well as any fee/s incurred as a result of such

payment. We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information provided or entered by You or due to any failure properly to follow instructions for making a Bill Pay payment.

### **3. REMOTE DEPOSIT**

#### **3.1 REMOTE DEPOSIT SERVICE**

You may use Our Remote Deposit service to electronically deposit checks payable to an Account Owner to Your eligible accounts, including Regular Savings, Special Savings, Money Market, and eligible checking Accounts with Us using digital images via Electronic Access. You may use Remote Deposit only after You accept this Agreement and establish Electronic Access; You will need to install the Mobile App to Your Device separately in order to access the Remote Deposit. You acknowledge that Remote Deposit is only available via Electronic Access. In accordance with Section 1.1 of this Agreement, Your use of Remote Deposit constitutes acceptance of the terms and conditions of this Agreement.

#### **3.2 REMOTE DEPOSIT CAPTURE AND DEPOSIT SUBMISSION**

Your Device must comply with Our hardware and software requirements as described in Section 12.1 of this Agreement in order to use Remote Deposit.

Remote Deposit requires that You capture check images using a Device in order to deposit checks to applicable Accounts. Check images captured using any Device may be stored on a Device and You should take steps to ensure the security of those images.

You agree to submit each deposit promptly after capturing the applicable check image and, if You are unable to submit Your deposit promptly, You agree to ensure that Your Device remains securely in Your possession until the deposit has been submitted. If You are unable to submit Your deposit, You are responsible for deleting the associated images from Your Device. Certain Devices only store check images until the associated deposit has been successfully submitted; You are responsible to store and retain the check images for a longer period if You wish to retain them after successful submission of a deposit. Please see Section 3.12 below on the storage of physical checks after image submission.

We are not responsible for any check image that We do not receive. You agree that receipt of an image does not occur until after We notify You of receipt of the image. Notification from Us confirming receipt of an image does not mean that the image is free from errors or that We are responsible for any information You transmitted to Us.

#### **3.3 CHECK REQUIREMENTS**

Any image of a check that You transmit to Us must accurately and legibly provide all the necessary information on the front and back of the check at the time You present it to Us. The image quality for the check must meet the standards for image quality established by Us, the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other applicable regulatory agency, clearing house or association.

The front of any original check and any image of that check transmitted to Us must accurately and legibly provide, among other things, the following information: (a) the information identifying the drawer of the check and the preprinted name of the bank on which the check will be drawn, including complete and accurate MICR information and signature(s); and (b) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

Before creating a digital image of an original check, You must endorse the back of that original check. Your endorsement must include:

- The signature of each Payee (all Payees must be Account Owners);
- The phrase, "For deposit only at Vantage Credit Union;" and
- Please note, for record retention and to avoid confusion, You may wish to include the following in each endorsement:
  - "Via Remote Deposit," and
  - The date of endorsement.

#### **3.4 ACCEPTANCE AND REJECTION OF DEPOSITS**

Upon receipt of a digital check image through Remote Deposit, We will review the image for acceptability. We may process a digital check image by preparing a "substitute check" or clearing the item as an image in Our sole and absolute discretion.

We reserve the right, within Our sole and absolute discretion, to accept or reject any item submitted for Remote Deposit into Your Account. In addition, we, in Our sole and absolute discretion, automatically may accept Your electronic deposit or may hold Your deposit for review.

If We hold an electronic deposit for review, We will send You an email acknowledging Our acceptance or rejection of that electronic deposit. Your account history will reflect the business date of each deposit accepted.

It is Your sole responsibility to verify that items deposited using Remote Deposit have been received and accepted for deposit by Us. We may, but are not required to, send You an email acknowledging Our rejection of any electronic deposit You make and, subject to unavailability of services, including internet service, We will email You notification of rejected items by the next Business Day following rejection.

We are not liable for any service or late charges levied against You due to Our rejection of any deposit and, in all cases, You are responsible for any loss or overdraft plus any applicable fees due to Us as a result of an item being returned. In addition, any amount credited to Your Account for items deposited using Remote Deposit is a provisional credit and You agree to indemnify Us against any loss We may suffer because of Our acceptance of the remotely deposited check.

#### **3.5 UNACCEPTABLE DEPOSITS**

You understand and agree that You are not permitted to deposit the following items using Remote Deposit:

1. Any item drawn on Your Account or on an account owned by Your affiliate;
2. Any item that is stamped or watermarked with the designation "non-negotiable";
3. Any item that contains evidence of alteration to the information on the check or other irregularity;
4. Any item issued by a financial institution outside of the United States of America;
5. Any item that is incomplete;
6. Any item that is "stale dated", "postdated" or "pre-dated";
7. Any item that is marked "paid in full" or "non-recourse";
8. Any item that is not a negotiable instrument;

9. Any item not listing the Account Owner/s as Payee; or
10. Savings bonds.

### **3.6 ITEMS RETURNED UNPAID**

You will be notified in writing of any items submitted and accepted to Your Account via Remote Deposit that subsequently are returned unpaid. You authorize Us to debit the amount of such items plus any applicable fees due to Us from the Account.

### **3.7 EMAIL ADDRESS**

You agree to notify Us immediately if You change Your email address and to update Your email address for Your Secure Profile within Your Electronic Access, as this is the email address where We will send You notification of receipt of items transmitted via Remote Deposit. Please allow one business day for processing of any email address changes.

### **3.8 UNAVAILABILITY OF SERVICES**

You understand and agree that Remote Deposit may at times be unavailable temporarily due to system maintenance or technical difficulties, including those of an Internet, Internet software or data service provider. In the event that Remote Deposit is unavailable, You acknowledge that You can deposit an original check at Our branches or through Our owned or CO-OP Network automated teller machines, or by mailing the original check to Us at Vantage Credit Union, 19 Research Park, St. Charles, MO 63304.

### **3.9 FUNDS AVAILABILITY POLICY**

You understand and agree that, for purposes of deposits made using Remote Deposit, the place of deposit is St. Charles, Missouri. Deposits via Remote Deposit are accepted to eligible accounts, including Regular Savings, Special Savings, Money Market, and eligible checking Accounts. For deposits made using Remote Deposit, funds will be available as follows:

General Policy. Our policy is to make the full amount of funds deposited through Remote Deposit available to You on or before the second Business Day after the Business Day We receive and accept a deposit. The first Two Hundred Twenty-Five Dollars (\$225) of Your deposit into Your eligible checking Account will be available on the first Business Day following the Business Day on which the deposit is accepted. Once funds are available, You may withdraw them in cash. We will also use the funds to pay checks You have written and other items You authorize. If You make a deposit before close of business on a Business Day, We will consider that day to be the day of Your deposit. However, if You make a deposit after close of business on a Business Day, or on a non-Business Day, We will consider the deposit to have been made on the next Business Day We are open. As stated above in Sections 3.4 and 3.6 even after We have made funds available to You, and You have withdrawn the funds, You remain responsible for checks You have deposited that are returned to Us unpaid and for any other problems involving Your deposit and We will reverse the credit to Your account for any item which is returned to Us unpaid.

Reservation of Right to Hold. In some cases, We will not make all of the funds You deposit by check available to You on the second Business Day after We receive Your deposit. However, the first Two Hundred Twenty-Five Dollars (\$225) of Your checking Account deposit will be available on the first Business Day after the day of Your deposit. If We are not going to make all of the funds from Your deposit available on the same business day, we will mail or email You notice of that fact by the next Business Day.

Longer Delays May Apply. Funds You deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check You deposited will not be paid;
- You deposit checks totaling more than Five-Thousand Five-Hundred and Twenty-Five Dollars (\$5,525) on any single day;
- You re-deposit a check that previously has been returned unpaid;
- You have overdrawn Your account repeatedly in the last six months; or
- There is an emergency resulting in unavailability of services, such as a failure of communications or computer equipment.

We will notify You if We delay Your ability to withdraw funds for any of these reasons and We will tell You when the funds will become available. Members should check their available balance for hold information for which VCU has been made aware. Funds will generally become available no later than the seventh (7th) Business Day after the day of Your deposit.

### **3.10 ACCOUNTHOLDER'S WARRANTIES**

You make the following warranties and representations to Us with respect to each image of an original check You transmit to Us utilizing Remote Deposit:

- Each image of a check transmitted to Us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check. The amount, the Payee, date, signature(s) and endorsement(s) on the original check are legible, genuine and accurate.
- You have possession of each original check deposited using Remote Deposit and no party will submit the original check for payment.
- You will not deposit or otherwise endorse the original item (the original check) to a third party, and no person will receive a transfer, presentment or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- Other than the digital image of an original check that You remotely deposit through Remote Deposit, there are no other duplicate images of the original check.
- You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the Payee stated on the original check.
- You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- The information You provided at account opening and thereafter remains true and correct, and in the event any such information changes, You will immediately notify Us of the change.
- You will not use Remote Deposit for fraudulent, illegal, or immoral activities.
- You have not knowingly failed to communicate any material information to Us.

Your failure to comply with any or all of the terms contained herein may result in Us cancelling Your Remote Deposit access.



### **3.11 VIRUSES**

Files and images transmitted to Us shall not contain any viruses or other disabling features that may have an adverse impact on Our network, data or related systems.

### **3.12 STORAGE OF ORIGINAL CHECKS**

You agree to securely store each original check for a period of ninety (90) days after its deposit and to provide the original checks to Us upon Our request to verify check information and/or processing of the coordinate check image. After that period expires, You will destroy the original check. You agree that You are responsible for any loss caused by Your failure to securely store original checks.

### **3.13 PERIODIC STATEMENT**

Any deposits made through Remote Deposit will be reflected on Your Account statement. You understand and agree that You are required to notify Us of any error relating to images transmitted using Remote Deposit by no later than sixty (60) days after You receive the periodic statement that includes any transaction You allege is erroneous, including any periodic statement that is transmitted to You via Electronic Access or in accord with the terms of the Electronic Document Delivery Agreement. You are responsible for any errors that You fail to bring to Our attention within such time period.

### **3.14 ELECTRONIC DOCUMENT DELIVERY**

Pursuant to Your acceptance of the Electronic Document Delivery Agreement, your periodic statement may be delivered electronically to You once You have completed enrollment in the service and provided us with a valid email address pursuant to Section 3.7 (called "eStatements"). Once enrolled in eStatements, we may send you an email notifying you when your statement or document is available electronically. To ensure that you continue to receive such email notifications, you must notify us of any changes or updates to your email address. We may revoke your enrollment in eStatements and change your delivery preference to U.S. Mail if you do not maintain a valid email address. Delivery preferences can be changed by any Account owner, or anyone who has access to the Account. Enrollment in eStatements applies to all checking accounts and loans with us. Separate enrollment is required to receive credit card eStatements. Once you have enrolled in eStatements, you will no longer receive paper statements and documents, unless required by law or regulation. You can change your delivery preference back to U.S. Mail at any time.

### **3.15 IN CASE OF ERRORS**

In the event that You believe there has been an error with respect to any original check or image thereof transmitted to Us for deposit or a breach of this Agreement, You must immediately contact Us regarding such error or breach either by Us via email at [info@vcu.com](mailto:info@vcu.com), (do not include personal information in that transmittal) or via telephone at 314.298.0055 or toll free at 800.522.6009.

### **3.16 LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNT**

You understand and agree that You cannot exceed the limitations on frequency and dollar amounts of Remote Deposits that are set forth by Us for Your Accounts.

### **3.17 COMPLIANCE WITH LAW**

You agree to use Remote Deposit only for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of Your or Our business if applicable. You warrant that You only will transmit acceptable items for deposit and will handle the originals of those items in accordance with applicable laws, rules and regulations. You promise to indemnify and hold Us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation of the terms of this Section 3.17 and this indemnity will survive cancellation or termination of Your Electronic Access and this Agreement.

### **3.18 DERIVATIVE WORKS**

You agree that You will not (a) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology of Remote Deposit; (b) copy or reproduce all or any part of the technology of Remote Deposit; or (c) interfere, or attempt to interfere, with the technology of Remote Deposit.

## **4. M2M TRANSFERS**

Our Digital Banking services now includes member to member transfers ("M2M Transfers") as a convenient way to transfer money between You and others who have an Account with Electronic Access at Vantage Credit Union, using either a member's Account Number or a uniquely created member to member code (an "M2M Code") (each, an "M2M Account").

M2M Transfers will be governed by the rules of any funds transfer system through which the transfers are made, as amended time from time.

When You enroll to use the M2M Transfers, You agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the Account. You agree that you will not use M2M Transfers 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, gambling debts or payments otherwise prohibited by law. You agree that you will not authorize a third party to use M2M Transfers or share your credentials with a third party to use M2M Transfers on your behalf except in legally authorized situations, such as pursuant to a power of attorney.

M2M Transfers allows You to send or receive money using your Account. We reserve the right to suspend or terminate Your use of M2M Transfers if we believe, in our sole discretion, that You are using M2M Transfers for other purposes, or if we believe You are using M2M Transfers in a manner that exposes Vantage Credit Union to liability, reputational harm or brand damage.

There are two ways to use M2M Transfers. You may use a member's Account Number or an M2M Code. To use Account Numbers, You will need to know Your Account Number and type, and the Account Number, Account type, and last name of the member with which You will transact. Additionally, You will need to assign the Account a nickname. To use an M2M Code, You will need to create an M2M Code that corresponds to the Account that You would like to use to transact. You will share this M2M Code with the other member with whom you will transact. The other member can use this M2M Code to add Your M2M Account to their profile and assign that M2M Code a nickname for future use.

Once enrolled, You may authorize a debit of your Account to send money to another M2M Account either at your initiation and receive money from another M2M Account at that Account Holder's initiation, subject to the conditions of this Agreement.

By using M2M Transfers, You agree and authorize us to initiate credit and debit entries to the M2M Account you have enrolled. Most M2M Transfers will occur within minutes. There are some circumstances when M2M Transfers may be scheduled for a later time. In those instances, the member may edit or delete

future scheduled M2M Transfers. There may be other circumstances when the payment may take longer. We may delay or block the transfer to prevent fraud or to meet our regulatory obligations.

Except as otherwise provided in this Agreement, we shall have no liability to you for any transfers of money under M2M Transfers, including without limitation, (a) any failure, through no fault of us, to complete a transaction in the correct amount, or (b) any related losses or damages. We shall not be liable for any typos or keystroke errors that you may make when using M2M Transfers.

**M2M TRANSFERS IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE M2M TRANSFERS TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. WE DO NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH M2M TRANSFERS (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).**

There is no fee for sending or receiving a transfer under M2M Transfers.

## **5. APPLE TOUCH ID®, FACE ID®, AND OTHER BIOMETRIC AUTHENTICATION**

Apple Touch ID®, Face ID®, and other available biometric authentications are optional authentication methods offered by Us to sign into Digital Banking via an Apple® Device. You can turn this feature on or off by checking or un-checking the "Touch ID" or "Face ID" check box on the login screen of Your Touch ID® or Face ID® capable Device. Biometric authentications are stored on Your device only. We never see or receive Your biometric information and do not store this biometric information. Your User ID and password will be encrypted and stored in Your Device's Apple® Keychain®. You acknowledge that by enabling Touch ID®, anyone who has a biometric authentication stored on Your Apple® Device will have access to Your Account information available in Digital Banking through the Mobile App. For Your security, review the biometric authentications stored on Your Apple® Device to make sure that each person whose biometrics is stored is authorized to access the personal and financial information available through the Mobile App.

We reserve the right to suspend or disable this feature at any time. Touch ID®, Face ID®, and other available biometric authentications can only be associated with one VCU Secure Profile at a time on an Apple® Device. If You believe someone has gained unauthorized access to Your Accounts via Your Apple® Device or Your password has been stolen, please contact Us via email at info@vcu.com (do not include personal information in that transmittal), via telephone at 314.298.0055 or toll free at 800.522.6009.

Apple®, Touch ID®, Face ID® and Keychain® are registered trademarks of Apple, Inc.

## **6. ANDROID™ DEVICE FINGERPRINT AUTHENTICATION**

Fingerprint authentication for Android™ Devices is an optional authentication method offered by Us to sign into Digital Banking using the Mobile App on an Android™ Device. You can turn this feature on or off by checking or un-checking the "Enable Fingerprint" check box on the login screen of Your Android™ Device. Fingerprints are stored on Your Android™ Device only. We never see or receive Your fingerprint information and do not store this fingerprint information. Your User ID and password will be encrypted. You acknowledge that by enabling fingerprint identification, anyone who has a fingerprint stored on Your Android™ Device will have access to Your Account information available in Digital Banking through the Mobile App. For Your security, review the fingerprints stored on Your Android™ Device to make sure that each person whose fingerprint is stored is authorized to access the personal and financial information available through the Mobile App.

We reserve the right to suspend or disable this feature at any time. Fingerprint authentication can only be associated with one VCU Secure Profile at a time on an Android™ Device. If You believe someone has gained unauthorized access to Your Accounts via Your Android™ Device or Your password has been stolen, please contact Us via email at info@vcu.com (do not include personal information in that transmittal), via telephone at 314.298.0055 or toll free at 800.522.6009.

Android™ is a trademark of Google LLC.

## **7. PRIVACY POLICY**

We treat your data in accordance with Our Security & Privacy Policies applicable to You and Your Accounts. Your use of Digital Banking is subject to Our Internet Security Practices Statement. By accessing or using Digital Banking, you understand and agree that Vantage Credit Union may collect and retain information about You, Your internet browser, or the device you use to access Digital Banking, including Internet Protocol (IP) address and geolocation (if enabled on your device). You authorize Your wireless carrier to use or disclose information about Your Account and your wireless device, if available, to Us or our affiliates for the duration of Your Electronic Access, solely to help identify You or Your wireless device and to prevent fraud. See our Security & Privacy Policies to see how We treat Your data.

You agree that:

- We may collect and retain certain information and use that information to market Our products and services to You. You can discuss your privacy preferences by calling 800.522.6009.
- If You access Digital Banking, We may track and record your geographic location (if enabled on your device).
- We may use automated processes to detect any use of Digital Banking that violates the terms of this Agreement or any applicable law or regulation.
- You will receive your annual privacy notices on our Website and the availability of the privacy notices on the Website constitutes actual notice of the contents of the privacy notices.
- Any conversations with us through use of chat, virtual assistant, or a similar service are monitored and retained, potentially without any further notice to you.
- Other communications between you and us (or our service providers) may also be monitored, recorded, and retained. We will provide any additional notice of monitoring, recording, and retention as required by law or regulation.

## **8. QUICK BALANCE**

Quick Balance allows You to quickly access Your Account balance/s and recent transactions without logging into and opening the Mobile App. In order to use this feature, You will need to enable this feature in the Mobile App.

## **9. LIMITATIONS OF LIABILITIES**

YOU UNDERSTAND AND AGREE THAT DIGITAL BANKING SERVICES ARE PROVIDED "AS IS." YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF DIGITAL

BANKING IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF DIGITAL BANKING IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA FROM OR FOR DIGITAL BANKING.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD-PARTY RIGHTS; AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF DIGITAL BANKING, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH DIGITAL BANKING, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM OR ABOUT ACCOUNTS OR THAT DIGITAL BANKING WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND CAUSED BY ANY INTERNET PROVIDER, ANY RELATED SOFTWARE, OR OUR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF ANY DEVICE, COMPUTER HARDWARE, SOFTWARE, SMART PHONE, MOBILE APP, OR OTHER EQUIPMENT OR RESULTING FROM THE USE OF OR THE INABILITY TO USE DIGITAL BANKING, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM OR ABOUT ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY YOU OR A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON DIGITAL BANKING SERVICES OR THEIR AVAILABILITY, OR ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **10. INDEMNIFICATION**

You understand and agree that You are indemnifying Us and Our vendors and licensors and You will hold Us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including attorneys' fees and expenses arising from Your use of Digital Banking and any breach of this Agreement. You agree to indemnify, defend and hold harmless Us, Our affiliates, partners, officers, directors, employees, consultants and agents from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising directly or indirectly from: (a) Your use of Digital Banking; (b) Our reliance on any information, instruction, license and/or authorization provided by You under or pursuant to this Agreement; (c) Your negligence or intentional conduct; (d) Your violation or breach of the terms, conditions, or warranties of or contained in this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information, including PII, obtained via Our Account access or Digital Banking and/or (e) Your infringement, or infringement by any other person, of Your Electronic Access or Our website or applications upon any intellectual property or other right of any person or entity. You understand and agree that this Section 10 shall survive any cancellation or termination of this Agreement.

## **11. RIGHT TO OFFSET; SECURITY INTEREST**

We shall have the right to offset any fees or other liabilities arising under this Agreement against Your Account/s without notice to You. You hereby grant Us a security interest in Your Account/s with Us, including any present and future principal, interest, dividends, and the proceeds thereof, as collateral security for Your performance under this Agreement. In the event You initiate insolvency or bankruptcy proceedings, We shall be deemed a secured party for all purposes with respect to Your accounts and all amounts held in the accounts in accord with the law governing this Agreement.

## **12. MISCELLANEOUS**

### **12.1 HARDWARE AND SOFTWARE REQUIREMENTS/ELECTRONIC SECURITY**

All technical, hardware and software requirements to access Digital Banking and any other electronic services provided by the Credit Union are available on Our website and will be updated from time to time. Any such updates shall be deemed to amend this Agreement. You should utilize anti-virus software, a firewall, password and/or double password protected access and programs installed from trusted sources only at all times and during all Electronic Access.

### **12.2 AMENDMENTS**

The most current version of this Agreement, as it is posted in Your Electronic Access, including any amendments that We may make from time to time, constitutes the entire agreement between You and Us regarding the subject matter of this Agreement, and supersedes and replaces all other agreements or understandings, whether written or oral, with respect to the subject matter hereof, and shall be binding upon Us, You, and Your respective successors and assigns. This Agreement may be amended by You, or any of Our rights waived, only if an authorized employee of Ours agrees in writing to such changes. Your continued use of Electronic Access and Digital Banking following receipt of notice of any amendments to this Agreement by Us will constitute Your acceptance of such amendment. All notices to You shall be in writing and shall be made either via email, conventional mail or secure messages delivered via Your Electronic Access, at Our discretion. Regardless of Your receipt of notice, You agree that Our posting of any amendment to or restatement of this Agreement to Your Electronic Access constitutes delivery of Your amendment notice. In any event, it is Your responsibility to periodically review the most current version of this Agreement within Your Electronic Access in order to make sure that You are aware of the most current version of this Agreement.

We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments. We may amend or cancel any provision or charge by disclosing the change in writing or electronically, and, at Our option, by sending notification to the email address recorded in Your Electronic Access in Digital Banking. You may choose to accept or decline amendments, cancellations, or changes by continuing or discontinuing Your Electronic Access or services to which these changes relate, at Your option as described in Section 1.9 in this Agreement. We also reserve the option, in Our sole discretion, to waive, reduce, or reverse charges or fees in individual situations.

### **12.3 SURVIVAL**

You agree that Our rights and remedies arising out of any breach of Your representations and warranties in this Agreement, as well as the limitations on Our liability and Our rights to indemnification under this Agreement, are continuing and will survive the cancellation or termination of this Agreement, notwithstanding any lack of any specific reference to such survivability in these provisions.

### **12.4 ASSIGNMENT**

We may assign this Agreement to any affiliate, parent or other company. We may also assign or delegate certain of the rights and responsibilities under this Agreement to such third parties as We may elect upon notice to You whereupon We shall be released from any and all further liability or responsibility related thereto.



You may not assign any of Your rights under this Agreement. You are prohibited from any and all assignments of rights under this Agreement, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. You may not delegate any performance under this Agreement. Your purported assignment or delegation of any rights of performance are in violation of this Agreement and void.

#### **12.5 THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole and exclusive benefit of You and Us and is not intended to benefit any third party except Our vendors and/or licensors. You and We acknowledge and agree that any party that licenses any software to Us, directly or indirectly through one or more sub-licensees, is a third-party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.

#### **12.6 RELATIONSHIP TO OTHER DISCLOSURES**

The information in this Agreement applies only to Digital Banking. Provisions in other disclosures or agreement documents, as may be revised from time to time, remain effective for all other aspects of Your Account or loan agreement, subject to Section 12.12 of this Agreement.

#### **12.7 GOVERNING LAW OF THIS AGREEMENT**

You acknowledge and agree that Your consent to this Agreement is being provided in connection with a transaction affecting interstate commerce that is subject to federal and state laws and that You and We both intend to conduct business using Digital Banking for various products and services. You acknowledge and agree that applicable federal laws and the laws of the state of Missouri shall govern this Agreement and all questions relating to its validity, interpretation, performance and enforcement, notwithstanding any conflict of laws or doctrines of any jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Missouri in any litigated dispute regarding this matter absent another agreement with Us that provides otherwise.

#### **12.8 CHANGES IN FINANCIAL CIRCUMSTANCES**

You understand and agree that You must inform Us immediately in the event a material adverse change in Your financial circumstances or in any of the information provided at account opening or subsequently including any supporting financial information. You agree to provide Us any financial records We reasonably request to determine Your financial status during the term of this Agreement.

#### **12.9 CONFIDENTIALITY**

You acknowledge and agree that confidential data relating to Our Digital Banking, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into Your possession in connection with this Agreement and Your use of Digital Banking. You understand and agree that You are prohibited from disclosing and agree to maintain the confidentiality of Our Confidential Information.

#### **12.10 WAIVER**

Any failure by Us to seek redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision or condition, and We shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

#### **12.11 NATURE OF AGREEMENT**

This Agreement, while it is a binding contract, does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant or independent contractor of either party to this Agreement shall at any time be deemed to be an employee, servant, agent or contractor of the other party to this Agreement for any purpose whatsoever.

#### **12.12 INCORPORATION BY REFERENCE**

The Membership and Account Agreement, Electronic Document Delivery Agreement, Our Fee Schedule, and any applicable account disclosures and other agreements in effect from time to time governing Your Accounts including, without limitation, any amendments or revisions to those agreements and documents, are in addition to, and hereby incorporated into and made a part of, this Agreement. All of the terms and conditions of the above-referenced agreements and documents remain in effect; however, in the event of a discrepancy between any of the terms and conditions of this Agreement and any of the terms and conditions of the above-referenced agreements and documents, this Agreement will control, provided that the E-SIGN Consent will control any Account and transaction to which it applies.

**12.13 DEFINITIONS**—For purposes of this Agreement, capitalized terms shall be defined as follows:

- a. "Agreement" refers to this Electronic Suite of Services Agreement.
- b. "Account" and "Accounts" refer to Your deposit account or loan account at VCU eligible to receive Digital Banking.
- c. "Account Owner" refers to each and any Member of VCU including, but not limited to, any joint account owners, authorized signors, trustees, attorneys in fact, conservators, guardians, or fiduciaries eligible to establish a unique username and password to access Digital Banking.
- d. "Apple Face ID®" refers to biometric facial recognition technology enabling users of iOS compatible devices to unlock and authorize access to Apple, Inc. devices, products, and services. Apple Face ID® is a registered trademark of Apple, Inc.
- e. "Apple Touch ID®" refers to biometric fingerprint technology enabling users of iOS compatible devices to unlock and authorize access to Apple Inc. devices, products, and services. Apple Touch ID® is a registered trademark of Apple, Inc.
- f. "Android™" refers to a device that runs on the Android™ or Android™ Mobile operating system. Android™ is a registered trademark of Google LLC.
- g. "Bill Pay" refers to Vantage Credit Union's bill paying service that permits Members to make payments via Electronic Access, including with prescheduled or recurring payments.
- h. "Borrower" refers to each loan borrower or signer who is an Account Owner and has a password to use to access Digital Banking.
- i. "Business Day" refers to every day except for Saturdays, Sundays, and federal and state banking holidays.
- j. "Bill Pay" refers to the Vantage Credit Union bill paying service, as modified or amended from time to time, that permits participating Members to transmit payments via Electronic Access to established Payees including, without limitation, via prescheduled or recurring payments.
- k. "Co-Obligor" refers to each loan co-borrower, co-signer or guarantor on any loan agreement, who (i) is not an Account Owner and (ii) is eligible to establish a unique username and password to access Digital Banking.

- l. "Confidential Information" has the meaning set forth in Section 12.9 of this Agreement.
- m. "Deadline" has the meaning set forth in Section 2.2 of this Agreement.
- n. "Device" refers to any Internet-enabled electronic device compatible with Our requirements for use of Digital Banking including, but not limited to, personal computers, laptops, handhelds, tablets and smart phones.
- o. "Digital Banking" and "Digital Banking Services" refer to Vantage Credit Union's online and electronic suite of services that includes, but is not limited to, Your Electronic Document Delivery, Bill Pay, Remote Deposit, Electronic Account Access and any chat, virtual assistant, or similar service that may be available.
- p. "Electronic Account Access" and "Electronic Access" refer to the ability to access Electronic Records and Digital Banking through Our website, Mobile App, or other electronic portal.
- q. "Electronic Document Delivery" refers to the delivery of documents, including monthly or other periodic statements, to You from VCU.
- r. "Electronic Document Delivery Agreement" refers to that certain agreement between You and VCU governing the delivery of documents relating to Your Account(s) with VCU to You in electronic form rather than paper form.
- s. "Electronic Records" refers to disclosures, notices, records, and other information about Your transaction and any other products or services associated with Your requested transaction in electronic format. Electronic Records may be delivered or made available to You in a variety of ways, as described in this Agreement or other agreements with You.
- t. "E-SIGN Consent" refers to that certain consent agreement between You and VCU governing Your consent to use electronic signatures, documents, and records in conjunction with products and services You obtain from Us.
- u. "Fee Schedule" refers to Our Fee Schedule of Account related costs.
- v. "Joint Account" refers to any Account owned by two or more Account Owners.
- w. "Joint Owner" refers to any Account Owners who own the same Joint Account.
- x. "Loan Account" refers to any loan agreement between any Account Owner(s) and Co-Obligor(s) (as applicable), and Us.
- y. "Member" refers to any person who has agreed to and accepted the Membership and Account Agreement and is eligible to access Digital Banking.
- z. "Membership and Account Agreement" refers to that certain Vantage Credit Union Membership and Account Agreement governing the respective rights and responsibilities of VCU and Our Members with regard to membership in VCU and Accounts We offer.
- aa. "Remote Deposit" refers to Our remote deposit service that permits electronic deposit of a check payable to an Account Owner to their eligible deposit Account using digital or other imaging.
- bb. "Payee" refers to anyone designated by You to receive payments from or related to an Account.
- cc. "Personally Identifiable Information" and "PII" refer to Your unique username, password, security questions and answers, and other methods of authentication of Your identity for Your authorized Electronic Access, as well as Account numbers, Account information, email address information, notification preferences and other personally identifiable information that could identify You or Your Account or that is provided by an Account Owner for use in Digital Banking.
- dd. "Premier Money Market" refers to the money market account offered by VCU to Our Members.
- ee. "Quick Balance" refers to an electronic feature that enables a Member to have quick access to information on Account balances and recent transactions without logging into Our Mobile Banking app.
- ff. "Regular Savings" refers to the savings account automatically established for each of Our Members.
- gg. "Secure Profile" refers to any Account Owner's PII as provided and as modified for use in Digital Banking.
- hh. "Special Savings" refers to an additional savings account established by one or more Account Owners that does not allow ACH or ATM access.
- ii. "Mobile App" refers to Our application for Devices that enables Account Owners to access Digital Banking using Devices that do not utilize or require a web browser.
- jj. "M2M Account" refers to Accounts that have enrolled in M2M Transfers.
- kk. "M2M Code" refers to the unique code associated with an M2M Account.
- ll. "M2M Transfers" refers to transfers between enrolled Accounts at Vantage Credit Union.
- mm. "VCU" refers to Vantage Credit Union, a Missouri chartered credit union.
- nn. "We," "Us," and "Our" refer to Vantage Credit Union, its current and future affiliates, and any other person who provides shares accounts and services that You access through the Vantage Credit Union website, Mobile App, or other electronic portal, including, as context may require, its agents or contractors.
- oo. "You" and "Your" refer to the person agreeing to this Agreement including, without limitation, any person in whose name any Account is maintained according to Our records, any person who uses any Account, any person who is authorized to transact business on any Account, whether such authority is evidenced by signature cards, organizational resolutions, loan agreements or otherwise, any person or entity that has a beneficial interest in an Account, and any such persons' assignees or successors in interest to an Account.

**BY COMPLETING ENROLLMENT AND ACCESSING DIGITAL BANKING BY CLICKING THE "I AGREE TO THIS ELECTRONIC SUITE OF SERVICES AGREEMENT" BUTTON BELOW, YOU AGREE AND CONFIRM:**

- 1. You have read, understand and agree to be bound by the terms and conditions of this Agreement and consent to use Digital Banking in accordance with those terms and conditions;**
- 2. You understand and agree that You may incur costs, including but not limited to costs for access to the internet, in accessing and using Digital Banking;**
- 3. You understand that Your consent to view Electronic Records does not automatically expire and is not limited as to duration unless You revoke Your acceptance of this Agreement as described in Cancellation Rights section of this Agreement;**
- 4. You understand that You may cancel or revoke Your consent to this Agreement and Your Electronic Access at any time and that We may cancel Your Electronic Access at any time for any reason;**
- 5. You have a Device, or access to a Device, that permits You to access and use Digital Banking;**
- 6. You understand that We will not be liable for certain losses, liabilities, costs, expenses, or claims related to this Agreement, Digital Banking, Electronic Access or Electronic Records as set out in the Limitations of Liabilities section above;**
- 7. To the extent permitted by law, You are also confirming that You are authorized to, and do, agree to and confirm these on behalf of all co-owners of Your Accounts.**

**By selecting the "I agree to the Electronic Suite of Services and Electronic Document Delivery Agreements" checkbox and clicking on the "Submit" button, You are agreeing that You have read and understood the terms of this Electronic Suite of Services Agreement and that You are consenting to, and agreeing to be bound by, all of the terms and conditions of this Electronic Suite of Services Agreement.**

**I AGREE TO THIS ELECTRONIC SUITE OF SERVICES AGREEMENT.**