

Digital Banking Terms and Conditions

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SECTION I: General Terms and Conditions

A. ELECTRONIC NOTICE DISCLOSURE AND AGREEMENT

By accepting this Online, Mobile and External Transfer Service Terms and Conditions (“Agreement”), you are consenting to the receipt of certain disclosures and agreements in electronic format. These disclosures and agreements contain the terms and conditions that apply to Online Banking, Mobile Banking and External Transfer Service as well as to your deposit and loan accounts that you access through Online Banking, Mobile Banking and our External Transfer Service. Your consent will apply to electronic disclosures and agreements that you receive now as well as to electronic disclosures, agreements and other notices (generally “Electronic Notices”) that we may provide to you electronically in the future. Any fees for sending you paper copies of statements and Electronic Notices as provided in the Fee Schedule, which may be amended by us from time to time. We will tell you of the amount of any fee that may apply when you request a paper copy of a statement or notice.

To access and view your electronic documents using the Summit App, you will need mobile device with one of the two most recent publicly available major releases of the following operating systems: Android or iOS. The Summit App installed onto your mobile device. (Download from Google Play or App Store) and internet connection. One of the two most recent publicly available versions of the top three browsers by market share. And a printer and/or storage device if you wish to print or retain any electronic documents.

You are responsible for selecting all systems, hardware, your Internet service, and your mobile data plan provider. You are also responsible for any defect, malfunction or interruption in service or security due to a failure of hardware you use to access Electronic Notices, or a failure of your systems and computer services, Internet service provider, wireless service, or mobile data service provider. You agree that you are solely responsible for fees and charges assessed, as applicable, by your Internet service provider, wireless service provider, mobile data service provider and telephone service provider.

To retain a copy of electronic statements disclosures, agreement and notices, you will need a media storage device (e.g., hard drive) or you may print copies of these documents using your printer. Although you have consented to receive Electronic Notices, we reserve the right to also send disclosures and agreements that would be by regular mail.

The Services are offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

If you are a consumer, please read the consumer [Membership Guide, Agreements, and Disclosures](#) before logging into Online Banking. If you are a business, please read the [Business Membership and Account Agreement](#) and Disclosures. Logging in acknowledges that you read the agreement and that you agree to receive your statements electronically through Online Banking, and to receive email notifications via Email Services.

B. GENERAL DEFINITIONS

The words “SCU”, “we,” “our,” “us” mean Summit Credit Union, affiliates, successors, and assigns.

The words “you” and “your” mean each account owner and anyone else who has access to the accounts. If there is more than one owner, then the words mean each account holder separately, and all owners jointly.

“Access Device” means any electronic device you use to access your account and view electronic documents. This includes but is not limited to a traditional computer such as a desktop or laptop; or a mobile device such as a tablet computer or a smartphone.

“Automated Clearing House (ACH)” means the funds transfer system, governed by the NACHA Rules that provide funds transfer services to participating financial institutions.

"Account" means an account that is eligible to access the Services and from which payments will be debited, service fees, if any, will be automatically debited or to which payments and credits to your will be credited. It may include a checking, savings, money market savings, certificate of deposit or any other deposit account you have opened with

us or about which you have inquired. "Account" also may include your loan accounts with us, including but not limited to a home equity line of credit, premier line of credit and certain other loan products. These loan accounts are also governed by separate agreements, disclosures and other documents which you should refer to for details and requirements. Account does not include credit cards if the creditor, issuer, and service provider of the credit card is Elan Financial Services.

"Account Balance" means any and all funds in the Account without regard to any pending activity. Please refer to the Deposit Account Agreement for more information.

"Available Balance" means the account balance minus any pending holds on recently deposited checks or funds held to offset the amount of a check recently cashed against your account, memo posts (e.g., debit card authorization for a purchase), and /or any holds for legal process or other freezes on your Account authorized by the Deposit Account Agreement. Please refer to the Deposit Account Agreement for more information.

"Business Day" means Monday through Friday, during business hours (Central Time) and excluding federal holidays that fall on a Monday through Friday, except for Washington's Birthday (commonly referred to as Presidents Day) or Columbus Day.

"Mobile Banking App" means the service that permits electronic access to Accounts and use of certain Electronic Banking Services that can be accessed via software downloaded to supported handheld devices via the handheld device's applicable app store.

"Mobile Device" means a mobile device which is capable of accessing the Services that are accessible by a Mobile Device.

"Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

C. ARBITRATION (applies to Consumers only)

THIS SERVICE IS SUBJECT TO THE ARBITRATION AGREEMENT IN SUMMIT CREDIT UNION'S MEMBERSHIP GUIDE (UNLESS YOU PREVIOUSLY OPTED OUT OF THAT AGREEMENT IN ACCORDANCE THEREWITH). The Arbitration Agreement provides that either you or we may elect to arbitrate a dispute between the parties, in which case, the dispute will be resolved by an arbitrator instead of a judge or jury and is subject to very limited review by a court. You will be entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. If you would like a copy of the Arbitration Agreement, contact us.

Governing Law; Choice of Law; Severability

This Agreement is governed by the bylaws of the Credit Union, federal law and regulations, the laws and regulation of the state of Wisconsin, and local clearinghouse

rules as amended time to time. Any disputes regarding this Agreement are subject to the Arbitration Agreement in the Membership Guide unless you are opted out to the Arbitration Agreement in accordance therewith. Otherwise, disputes will be subject to the jurisdiction of the court of the county in which we are located. If a court holds any portion of this Agreement to be invalid or unenforceable the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

D. PRIVACY (applies to Consumers only)

Protecting your privacy is very important to SCU. Please review our Privacy Policy at the following link in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure forms.

[Privacy Policy \(PDF\)](#)

[Online Privacy Policy \(PDF\)](#)

Section II: E-Sign Disclosure and Consent Agreement

A. INTRODUCTION

The E-Sign Consent Agreement (“Agreement”) allows us to provide you with electronic versions of important notices and documents associated with your accounts at Summit Credit Union. Certain laws and regulations require us to provide notices and disclosures to you in “writing” (traditionally this is defined as a paper notice); with your consent, the E-SIGN Act allows us to provide these documents to you electronically.

B. DEFINITIONS

The words “we,” “our,” “us” mean Summit Credit Union, affiliates, successors, and assigns.

The words “you” and “your” mean each account owner and anyone else who has access to the accounts. If there is more than one owner, then the words mean each account holder separately, and all owners jointly.

“Access Device” means any electronic device you use to access your account and view electronic documents. This includes but is not limited to a traditional computer such as a desktop or laptop; or a mobile device such as a tablet computer or a smartphone.

C. SCOPE OF AGREEMENT

Your consent to receive documents electronically includes, but is not limited to, the following:

1. Periodic Statements
2. Notices
3. Account Alerts
4. Disclosures

D. SYSTEM REQUIREMENTS

By consenting to this agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your electronic documents.

1. To access your electronic documents using the Summit App, you need:
 - a. A mobile device with one of the two most recent publicly available major releases of the following operating systems: Android or iOS.
 - b. The Summit App installed onto your mobile device. (Download from Google Play or App Store)
 - c. An internet connection.
 - d. A printer and/or storage device if you wish to print or retain any electronic documents.
2. To access your electronic documents using a browser, you need:
 - a. An internet connection.
 - b. One of the two most recent publicly available versions of the top three browsers by market share.
 - c. A printer and/or storage device if you wish to print or retain any electronic documents.

E. CHANGES TO SYSTEM REQUIREMENTS

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic documents.

F. REQUESTING PAPER DOCUMENTS

You may request paper copies for any documents provided to you by electronic delivery. Fees may apply, please see the fee and charge schedule for details or speak with a representative. of any documents provided to you by electronic delivery. Calling us at:

800-236-5560

608-243-5000

or

In person at your local branch office.

G. MAINTAINING VALID EMAIL ADDRESS

It is important that you maintain a valid email address so that we may contact you regarding your accounts. You agree to maintain a valid email address and promptly notify us of any changes to your email address. You may update your email address by:

1. Calling us at:

a. 800-236-5560

b. 608-243-5000

or

2. In person at your local branch office. or

3. Providing an updated email address within Online Banking.

H. WITHDRAWAL OF YOUR CONSENT

You may withdraw your consent to this Agreement at any time, free of charge by:

1. Calling us at:

a. 800-236-5560

b. 608-243-5000

or

2. In person at your local branch office.

I. MULTIPLE ACCESS DEVICES

Your acceptance of the agreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this agreement on a mobile device, the terms of this Agreement will apply to electronic documents accessed on a traditional computer (or vice versa).

Additionally, by viewing and accepting this agreement on any Access Device, you are reasonably demonstrating your ability to access and view electronic documents in the format that the services are provided on that Access Device and all subsequent Access Devices.

If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access and view electronic documents on the subsequent Access Device. Continuing to access electronic documents on other Access Devices is your reaffirmation of this Agreement.

You will be asked to acknowledge your acceptance of these terms by checking “I accept” before you are able to access your accounts and view electronic communications. In doing so, you are confirming that you meet the system requirements described above, that you have demonstrated your ability to receive, retain, and view electronic documents on your Access Device, and that you have an active and valid email address.

Section III: Mobile Deposit Terms and Conditions

Mobile Deposit is designed to allow you to make deposits to your checking, savings, or money market accounts from your mobile device, by electronically transmitting a digital image of your paper check to SCU or a processor designated by SCU. There is currently no charge for Mobile Deposit.

A. ACCEPTANCE OF TERMS

Your use of Mobile Deposit constitutes your acceptance of this Agreement which is a binding legal agreement between you and SCU. Except as modified by this Agreement, all terms and conditions in SCU’s Online Banking Agreement and Account Agreements remain in full force and effect. If there is a conflict with SCU’s Online Banking Agreement and this Agreement, this Agreement shall control. This agreement is subject to change at any time. SCU will notify you of any material change via email or on our website. Your continued use of the services will indicate your acceptance of the revised Agreement.

B. HARDWARE/SOFTWARE REQUIREMENTS

To use Mobile Deposit, you must have a supported mobile device (e.g., smartphone, iPad, etc.) with a supported camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with Mobile Deposit.

C. COMPLIANCE WITH LAWS

You agree to use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit. You promise to indemnify and hold SCU harmless from any damages, liabilities,

costs, expenses (including attorney's fees) or other harm arising out of any violation thereof. This indemnity shall survive termination of your account and this Agreement.

D. LIMITATION OF SERVICES

When using Mobile Deposit, you may experience technical or other difficulties. SCU cannot assume responsibility for any technical or other difficulties or any resulting damage that you may incur. Mobile Deposit has qualification requirements, and SCU reserves the right to change the qualifications at any time without prior notice. SCU reserves the right to change, suspend or discontinue Mobile Deposit immediately and at any time without prior notice to you.

E. QUALIFICATIONS

Mobile Deposit is available to consumer accounts at SCU that meet the following criteria:

1. Must have a Mobile Banking log-in
2. Must have a checking account excluding Assured Checking, only available on the mobile app for smart phones
3. Account must be in good standing

F. CRITERIA FOR GOOD STANDINGS

1. Account must have a positive balance
2. Account cannot have a charged off loan or share
3. Account must be eligible for Courtesy Pay

G. ITEMS ELIGIBLE FOR DEPOSIT

You agree to deposit only "checks" as that term is defined in the Federal Reserve Regulation CC. You agree that the image of the check transmitted to SCU shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Wisconsin. Each check will require a separate transaction via Mobile Deposit.

H. UNACCEPTABLE ITEMS FOR DEPOSIT

You understand and agree that you will not use Mobile Deposit to deposit the following items:

1. Any third-party check or item, i.e., any item that is made payable to another party and then endorsed to you by such party
2. Any check or items drawn on your account that you are depositing to that same account

3. Any check or item that contains evidence of alteration to any of the fields on the front of the check or which you know, or suspect are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn
4. Any check or item that is “non-negotiable” (whether stamped in print or as a watermark)
5. Any check or item previously converted to a “substitute check”, as defined in Regulation CC
6. Any check or item issued to you by a financial institution in a foreign country
7. Any check or items not payable in U.S. currency
8. Any check or item that is “stale dated”, expired, or “postdated”, or is dated more than 6 months prior to the date of deposit
9. Any check or item that is incomplete
10. Any check or item on which a stop payment order has been issued or to which there are insufficient funds
11. Cash
12. Savings Bonds

Deposits of this nature may result in immediate termination of Mobile Deposit and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account.

I. CHECK IMAGE AND ENDORSEMENT REQUIREMENTS

Any image of a check that you transmit to SCU must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Prior to transmitting the original check, you will restrictively endorse any item transmitted through Mobile Deposit as “For Mobile Deposit Only”, and your endorsement. The scanned image of the check transmitted must accurately and legibly provide the following information: (1) your endorsement and (2) the information identifying the drawer and the paying financial institution that is preprinted on the check, including complete and accurate MICR information and the signatures. The image quality of the check must comply with the requirements established by the American National Standards Institute (ANSI), the Federal Reserve Board, Regulation CC, or any other regulatory agency, clearing house, or association. Mobile Deposit may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee SCU has accepted the image. The Federal Law regarding fund availability requires the Financial Institution’s endorsement area on the back of a check be kept clear or

unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the “trailing edge” (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings. SCU will not be responsible for any damage incurred in the event you deposit an item that is subsequently returned unpaid by the paying bank and that return is “late” due to markings on the check caused by you or a prior endorser on the back of the check.

J. RECEIPT OF ITEMS

You understand and agree that receipt of an image does not occur until you are notified of receipt of the image via onscreen messaging and/or email notification. SCU is not responsible for any image that we do not receive. SCU reserves the right to reject any item transmitted by Mobile Deposit, at our discretion, without liability to you. SCU is not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned.

K. ITEMS RETURNED UNPAID

A written notice will be sent to you of transactions SCU is unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account, including any applicable fees. Consumers: please see SCU’s current [consumer Fee and Charge Schedule](#). Businesses: please see SCU’s current [business Fee and Charge Schedule](#).

L. FUNDS AVAILABILITY

Mobile deposits may be subject to a 4-business day hold. Please see SCU’s current Funds Availability Policy for any applicable holds (located in the Membership Guide).

M. RETENTION AND DISPOSAL OF TRANSMITTED ITEMS

Upon your receipt of a confirmation from SCU that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “Mobile Deposit and the date” to ensure that it is not represented for payment. You agree to securely store each original check that you deposit using Mobile Deposit for a period of at least 15 days after transmission to SCU. After 15 days after you transmit the original check, you will safely destroy the original check. You agree to never represent the check for deposit. You will promptly provide any retained check to SCU as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any check, or for SCU’s audit purposes.

N. PERIODIC STATEMENTS

Any remote deposits made through Mobile Deposit will be reflected on your monthly

periodic statement. You understand and agree that you are required to notify us of any error relating to images transmitted using Mobile Deposit no later than sixty (60) days after you receive the monthly periodic statement that includes any transactions that you feel are in error.

O. WARRANTIES AND INDEMNITY

You warrant to SCU that:

- A. You will only transmit eligible checks and items and all checks and items will include all signatures required for their negotiation.
- B. Images will meet SCU's image quality standards in effect from time to time.
- C. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- D. You will not deposit or re-present the original check or item with SCU or any other party.
- E. All information you provide to SCU is accurate and true, including that all images transmitted to SCU accurately reflect the front and back of the check or item at the time it was scanned.
- F. You will notify SCU if you believe there has been an error with respect to any - original check or image transmitted to SCU for deposit. You will, within one (1) business day after discovering the error, contact us regarding such error by calling 800-236-5560.
- G. You will comply with this Agreement and all applicable rules, laws and regulations.
- H. You will use Mobile Deposit only for your own deposits and will not allow the use of Mobile Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of Mobile Deposit by or for the benefit of any third party.

P. LIMITATION OF LIABILITY

You agree to indemnify and hold harmless SCU from any loss for breach of this warranty provision or the terms of the Agreement. You agree that this paragraph on warranties and indemnity shall survive the termination of this Agreement.

WE ARE ONLY RESPONSIBLE FOR PROVIDING MOBILE DEPOSIT AS EXPRESSLY STATED IN THIS AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO MOBILE DEPOSIT WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS MOBILE DEPOSIT. MOBILE DEPOSIT IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW,

WE AND OUR THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING MOBILE DEPOSIT, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL SCU OR ANY OF OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE APP, THE SOFTWARE, THE EQUIPMENT OR MOBILE DEPOSIT WHETHER OR NOT

SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SCU AND OUR THIRD-PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Q. CANCELLATION BY YOU; TERMINATION OR REFUSAL BY US

You may cancel Mobile Deposit at any time, allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via Mobile Deposit. We will have no obligation to honor any instructions, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or Mobile Deposit; (iv) is not in accordance with any other requirements stated in this Agreement or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate Mobile Deposit, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe Mobile Deposit is not being used for its intended, bona fide and lawful purposes under this Agreement and the SCU's Online Banking Agreement; (c) we have reason to believe Mobile Deposit is being used in an anti-competitive manner or contrary to SCU's business interest; (d) your account is closed, access to your account is restricted for any reason, or if you do not use Mobile Deposit for a period of time or (e) following initial enrollment, you do not use Mobile Deposit. Termination will not affect your liability or obligations under this Agreement, the SCU Online Banking Agreement or any other agreements you have.

Section IV: External Transfer Service Terms and Conditions

A. ACCEPTANCE OF TERMS

Your use of Mobile Deposit constitutes your acceptance of this Agreement which is a binding legal agreement between you and SCU. Except as modified by this Agreement, all terms and conditions in SCU's Online Banking Agreement and Account Agreements remain in full force and effect. If there is a conflict with SCU's Online Banking Agreement and this Agreement, this Agreement shall control. This agreement is subject to change at any time. SCU will notify you of any material change via email or on our website. Your continued use of the services will indicate your acceptance of the revised Agreement.

With the External Transfer Service, you may transfer funds to/from a Summit Credit Union personal account titled in your name, to/from another account at another financial institution titled in your name. If you attempt to use this Service to transfer funds and the ownership on the two personal accounts do not match, the Service may be terminated.

Not all types of accounts are eligible for External Transfer Service. You can transfer funds

to a Summit Credit Union personal savings, checking, money market, and some loan accounts titled in your name. You cannot use this Service to transfer funds directly to your Summit Credit Union credit card or some mortgage loans. To complete those types of transfers you will need to transfer funds to your savings or checking account first and then initiate a transfer to your Summit Credit Union credit card or mortgage loan using our Transfer Service. You can transfer funds from a Summit Credit Union personal savings, checking, or money market account. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate, and other account types. We are not responsible for any costs or losses incurred from external transfers that are not permitted under such restrictions by the provider of your account of those imposed by applicable law.

B. USE OF SERVICE

To use the Service, you must be at least eighteen (18) years old and be a resident of the United States.

Once you are approved for the Service, we may verify your Accounts that you add to the Service from time to time. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be credited to the Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance. Once the test transfer is complete, we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your other financial institution with this test transfer. We may also verify Accounts through requiring the entry of information you ordinarily use to access the Account provider's web site, or by requiring you to submit proof of ownership of the Account.

We reserve the right, subject to applicable law, to terminate your account and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of Summit Credit Union and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Services. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our Service. Once your account with Summit Credit Union has terminated for any reason, you will have no further right or access to use the Service.

C. WARRANTS, RESPONSIBILITIES AND REPRESENTATION

You warrant and represent that the information you are providing us with is true, current, correct, and complete.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER

INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your e-mail address, by using the Settings and Services pages.

Although Summit Credit Union reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

You are responsible for maintaining the confidentiality of your online branch username and password. No one at Summit Credit Union has access to your password. You are responsible for uses of the Service whether or not actually or expressly authorized by you. Therefore, it is important that you **DO NOT SHARE YOUR USERNAME OR PASSWORD WITH ANYONE FOR ANY REASON.**

D. LIABILITY FOR UNAUTHORIZED TRANSFERS (applies to Consumers only)

If you discover an unauthorized transfer has been made, you agree to communicate immediately with customer care in the manner set forth in Summit Credit Union's Membership Guide. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call Summit Credit Union (us) immediately.

If you tell us within two (2) business days after you learn of the loss or theft of your access device/code, you can lose no more than \$50.00 if someone accessed your account using that device. If you do NOT tell us within two (2) business days after learning of the loss of your access device/code and we can prove we could have stopped someone from using your access device/code without your permission, if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by your access device/code tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

If you believe your access device code has been lost or stolen or that someone has transferred or may transfer money from your account(s) without your permission, call:

(608) 243-5000

or

(800) 236-5560

Or write to:

Summit Credit Union PO Box 8046

Madison, WI 53708-8046

E. TRANSFER LIMITATIONS

Please ensure that you have sufficient funds to affect any funds transfers from your Accounts. We may at any time decline to affect any funds transfers that we believe may violate applicable law.

We may limit the number of funds transfers you may make. In addition, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Service.

You may not make funds transfers in excess of established limits. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Service.

We reserve the right to decline to affect any funds transfers, to submit funds transfer instructions or orders or to carry out change or cancellation requests.

You authorize us to select any means to execute your funds transfer instructions. You understand that to affect your funds transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules, we debit one of your Accounts and credit another of your Accounts. Once your Account has been debited, and we are reasonably certain that the debit will not be returned (in most cases this is between 1-4 banking days), we will credit your Account.

We reserve the right to suspend your right to use the Service, immediately and without prior notice to you. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service.

F. LIABILITY FOR FAILURE TO COMPLETE TRANSFER

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between

names and numbers.

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, Summit Credit Union reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account.

Summit Credit Union is not responsible or liable if your financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, Summit Credit Union shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of Summit Credit Union hereunder. You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line. You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a Funds Transfer or if the Summit Credit Union website was not working properly and you knew about the breakdown when you started the funds transfer.

You agree to indemnify, defend and hold harmless Summit Credit Union, its affiliates,

partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of our services, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your Funds Transfer account, of any intellectual property or other right of any person or entity.

SECTION V: Summit Credit Union - Send Money with Zelle® Zelle Network® (applies to Consumers only)

1. Description of Services

- a. We have partnered with the Zelle Network® (“Zelle®”) to enable a convenient way to send and receive money with others you trust, who are enrolled with Zelle, 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 described in these terms (the “Service”). We will refer to financial institutions that have partnered with Zelle as “Network Financial Institutions.”
- b. 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.
- c. 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.

2. 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.

We may amend or change this Agreement (including any applicable fee and service charge) from time to time, in our sole discretion, by sending you written notice by electronic mail, postal mail, or by posting the updated terms on the sites within the Service

(the "Site(s)"). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Service. Your use of the Service after we have made such change will be considered your agreement to the change.

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

Please refer to Summit Credit Union's [Privacy Notice](#) and [Online Privacy Policy](#).

4. Privacy and Information Security

Please refer to Summit Credit Union's [Privacy Notice](#) and [Online Privacy Policy](#).

5. 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.

6. 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.

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. 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.
- b. 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.
- c. 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. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name. 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.
- d. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 800-236-5560 or 608-243-5000. You expressly consent to receipt of a text message to confirm your "STOP" request.

8. 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.

9. 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.

10. 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 MAY BE AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

11. Send Limits

The Service is subject to limits on the amount and frequency of Money Transfers to and from each Account. These limits are designed to be flexible in order to protect the security and integrity of the Service and accounts, including protecting you and all other participants of the Service. These limitations may be based on confidential fraud and risk criteria that are essential to our management of risk and the protection of you and the integrity of the Service. Due to this, these limits may be modified at our sole discretion without advance notice.

12. 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.

13. Transaction Errors

In case of errors or questions about Zelle transaction(s) from your account(s) or if you need more information about a transaction on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(608) 243-5000 or (800) 236-5560

Or write to:

Summit Credit Union PO Box 8046 Madison, WI 53708-8046

Tell us your name and account number.

Describe the transfer you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 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 or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transaction, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business day to credit your account for the amount you think is in error.

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.

14. Your Liability for Unauthorized Transfers

If you discover an unauthorized Payment Instruction has been made, you agree to communicate immediately with customer care in the manner set forth in Summit Credit Union's Membership Guide. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call Summit Credit Union (us) immediately.

If you tell us within two (2) business days after you learn of the loss or theft of your access device/code, you can lose no more than \$50.00 if someone accessed your account using that device. If you do NOT tell us within two (2) business days after learning of the loss of your access device/code and we can prove we could have stopped someone from using your access device/code without your permission, if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by your access device/code tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

If you believe your access device code has been lost or stolen or that someone has transferred or may transfer money from your account(s) without your permission, call:

(608) 243-5000

(800) 236-5560

Or write to:

Summit Credit Union PO Box 8046 Madison, WI 53708-8046

15. Liability for Failure to Complete Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- a. If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure,
- b. If you used your card or access code in an incorrect manner.
- c. If the device you are using was not working properly and you knew about the problem when you started the transaction.
- d. If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- e. If the money in your account is subject to legal process or other claim.
- f. If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- g. If the error was caused by a system of any participating network.
- h. If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- i. If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- j. If there are postal delays or processing delays by the User to whom you are requesting money be sent
- k. Any other exceptions as established by the Credit Union.

16. Fees

We do not charge a fee for using Zelle Payment Service. However, fees associated with text messaging may be assessed by your mobile carrier and data rates may apply. You are responsible for any fees or other charges 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 detail or applicable fees.

17. Use of Our Online Banking Website and/or Mobile App

You agree to access this website and/or mobile app in compliance with our Digital Banking Terms & Conditions, which are available at <https://www.summitcreditunion.com/digital-banking-terms-and-conditions/> and incorporated into and made part of this Agreement by this reference.

18. Cancellation of the Service

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact us via one of the following:

(608) 243-5000

(800) 236-5560

Or write to:

Summit Credit Union PO Box 8046 Madison, WI 53708-8046

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. The Service may be terminated or suspended at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

19. Right to Terminate Access

You agree that at any time, in our sole discretion, we may suspend or terminate your access to all or part of the Zelle Payment Service features, including, without limitation, in the event that:

(i) you violate any terms of these Zelle Payment Terms, (ii) there are unauthorized or fraudulent transaction related to your Account or use of Zelle Payment Service, (iii) we incur problems with your use of the Zelle Payment Service, or (iv) you are no longer eligible for membership in the Credit Union, we may, in our sole discretion, at any time and without prior notice to your or other Zelle Payment Service participants, suspend or terminate:

- The Zelle Payment Service generally,
- Your ability to send or received funds through the Zelle Payment Service,
- Your ability to send a Payment Instruction, while continuing to permit you to received funds through the Zelle Payment Service
- Your ability to send Zelle Payment Request, or
- Your ability to receive Zelle Payment Requests.

In the event your access to the Zelle Payment Service is terminated or suspended for any reason and then later reactivated or reinstated, you agree that these Zelle Payment Terms in effect at the time of reactivation or reinstatement, will continue to apply to Payment Instructions made through and your use of the Zelle Payment Service. Any termination or denial of services that results in termination or suspension of access to Zelle Payment Services will be in compliance with Summit Credit Union's Expulsion and/or Denial of Service Policies.

20. 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.

21. 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).

22. 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.

23. Governing Law; Choice of Law; Severability

This Agreement is governed by the bylaws of the Credit Union, federal law and regulations, the laws and regulation of the state of Wisconsin, and local clearinghouse rules as amended time to time. Any disputes regarding this Agreement are subject to the Arbitration Agreement in the Membership Guide unless you are opted out to the Arbitration Agreement in accordance therewith. Otherwise, disputes will be subject to the jurisdiction of the court of the county in which we are located. If a court holds any portion of this Agreement to be invalid or unenforceable the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

24. 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.

25. Access to Camera on Your Mobile Device

Zelle may request access to information stored on your device, such as your camera, in order to scan authorized QR codes to enhance your own user experience and improve our services. Before granting access to this information, you will be prompted to give the application that permission. If you do not wish to grant that permission, you may decline. However, if you decline access to your mobile camera, all of the features of the Zelle/SCU application may not work or be available to you. If you later change your mind, those permissions can be updated in your device's settings

Section VI: TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

SERVICE DEFINITIONS

"Service" means the bill payment service offered by Bill Payer through Summit Credit Union
"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1)

Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long

as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS

Payments to Billers outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic 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 your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your

responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account

has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 888-918-7431 during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS (applies to consumers only)

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

1. Telephone us at 888-918-7431 during customer service hours;
2. Write us at:
Summit Credit Union
Attn: Customer Care
560 Carillon Parkway
St. Petersburg, FL 33716

Consumers Only:

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible 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 verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten(10) Business Days, we may not provisionally credit your

Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the

Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 888-918-7431 during customer service hours; and/or
2. Write us at:
Summit Credit Union
Attn: Customer Care
560 Carillon Parkway
St. Petersburg, FL 33716

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

BILLER LIMITATION

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number not valid; Biller is unable to locate account; or Biller account paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR

EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

TERMS AND CONDITIONS FOR Account-to-Account ("A2A")SM Transfer Service SERVICE DEFINITIONS

"Service" or "The Service" means the Account-to-Account Transfer Service ("A2A Transfer Service") service offered by Summit Credit Union, through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc .

"Account" means a checking, money market or savings account.

"Affiliates" mean companies related by common ownership or control.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

"Recipient Account" is the account to which your funds will be credited.

"Sender" means the Transaction Account holder initiating a transfer through the Service.

"Service Provider" means companies that we have engaged to render some or all of the Service to you on our behalf.

"Site" means the online banking website through which the Service is offered.

"Transaction Account" is the Account from which your funds will be debited, your A2A Service fees will be automatically debited, or to which funds will be returned.

"Transfer Instruction" is the information provided by you to the Service for a transfer of funds to a Recipient Account.

1. Introduction. This Terms of Use document (hereinafter "Agreement") is a contract between Summit Credit Union (hereinafter "we" or "us") and you (hereinafter "you") in connection with the A2A Transfer Service (the "Service") offered through our online banking site (the "Site"). This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered. By accessing the Service, you acknowledge that you have read and agree to this Agreement. Please read this Agreement carefully. This Agreement outlines the legally binding terms and conditions for your use of the Service.

2. Service Providers. We are offering you the Service through one or more "Service Providers" that we have engaged to render some or all of the Service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be intended third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. "Service Provider" and certain other terms are defined in a "Definitions" section at the end of this

Agreement.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change will constitute your agreement to such changes. Further, we may, from time to time, revise or update the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material and limit access to only the Service's more recent revisions and updates. We also reserve the right to terminate the Service in its entirety.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not guarantee the identity of any user of the Service (including but not limited to Accounts to which you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, or by mailing it to any postal address that you have provided us. For example, users of the Service may receive certain notices (such as notice and receipt of transfers) as text messages on their mobile device. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in section 27 below. We reserve the right to charge you a reasonable fee not to exceed twenty (20) dollars to respond to each such request. We reserve the right to close your account if you withdraw your consent to receive electronic communications.

7. Calls to You. By providing us with a telephone number (including a mobile number), you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes. For example, we or our Service Provider may contact you in connection with validating or processing a transaction that you've requested through the Service.

8. Receipts and Transaction History. You may view at least six months of your transaction history with the applicable Service Provider by logging into your account and looking at your account transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

9. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

10. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors.

11. Acceptable Use. You may use the Service to transfer funds as described in section 12 below. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use. In addition, you are prohibited from using the Service for activities that: (a) violate any law, statute, ordinance or regulation; (b) payments related to illegal gambling, illegal gaming and/or any other illegal activity with an entry fee or a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill and sweepstakes (c) violate any property or proprietary right of any third party, including any copyright, trademark, or right of publicity or privacy under the laws of any jurisdiction; (d) impose an unreasonable or disproportionately large load on our infrastructure; (e) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (f) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (g) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (h) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in section 27 below of any violations of this section or this Agreement generally. In no event shall we or our Service Providers be liable for any claims or damages resulting from or related to your violation of the acceptable uses of the Service or this Agreement. We and our Service Providers reserve the right to monitor and remove any comments you post or submit through the Service.

12. Transfer Authorization and Processing. (a) The Service enables you to transfer funds: (i) between your Accounts that you maintain with us; and (ii) between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. (b) When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts as described below in Section 18 (Service Fees and Additional Charges). You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds. (c) We will use reasonable

efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused as described in section 14 below;
4. You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information; and/or;
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances. (d) It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

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

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

15. Stop Payment Requests. If you as a Sender desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to section 27. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

16. Your Liability For Unauthorized Transfers (consumer only). If you tell us within two (2) Business Days after you discover your password or other means to access your Account has been lost or stolen, your liability is no more than \$50.00 should someone access your

Account through the Service without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to transfers you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transfers, or for collecting, reporting or remitting any taxes arising from any transfer.

18. Service Fees and Additional Charges. Applicable fees will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Account you hold with us, whether a Transaction Account or Recipient Account, for these amounts. If we hold both the Transaction Account and the Recipient Account, then you authorize us to deduct such amounts and charges from the Transaction Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

19. Failed Or Returned Transfers. In using the Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) You will reimburse our Service Provider for any attorneys' fees, court costs or any fee they incur in attempting to collect the amount of the return from you; and, (c) We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

20. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting customer care for the Service. Any changes in your Transaction Account or Recipient Account should also be made in accordance with the procedures outlined within the Service's help files. All changes made are effective immediately. We are not responsible for any transfer processing errors or fees incurred if you do not provide accurate Transaction Account, Recipient Account, or contact information.

21. Refused Transfers. We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account.

This notification is not required if you attempt to make a prohibited transfer under this Agreement.

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

23. Information Authorization. Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we and our Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau.

24. Service Cancellation by You. In the event you wish to cancel the Service, you may telephone us at 888-918-7431 during customer care hours; and/or write us at

Summit Credit Union
Attn: Customer Care
560 Carillon Parkway
St. Petersburg, FL 33716

Any transfer(s) we have already processed before the requested cancellation date will be completed by us.

25. Service Cancellation, Termination, or Suspension by Us, and Other Remedies for Breach. If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason and at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

26. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement. You and we agree that this Agreement is the complete and exclusive statement of the agreement between us and you, which supersedes any proposal or prior agreement, oral or written, and any other communications between us and you relating to the subject matter of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

27. Errors, Questions, and Complaints. (a) Except as otherwise stated in this Agreement, notice to us concerning the Site or the Service must be sent by postal mail to:

Summit Credit Union
Attn: Customer Care
560 Carillon Parkway
St. Petersburg, FL 33716

In case of errors or questions about your transfers or concerning the Service, you should as soon as possible telephone us at 888-918-7431 during customer care hours, provided such telephone calls will not constitute legal notices under this Agreement; and/or write us at Summit Credit Union
Attn: Customer Care
560 Carillon Parkway
St. Petersburg, FL 33716

(b) If you think your transaction history is incorrect or you need more information about a Service transaction listed in the transaction history, you should notify us immediately. In the notice, you must:

1. Tell us your name;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

(c) If you notify us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

28. Waiver of Jury Trial. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates or any intended third party beneficiary arising under or relating to this Agreement.

29. Waiver of Class Action Claims. Both parties agree to waive any right to assert any dispute or claim against the other party or any intended third party beneficiary arising under or relating to this Agreement as a class action.

30. Arbitration (consumer only). Both parties agree to resolve any dispute or claim between the parties or any of their respective Affiliates or any Service Provider or other intended third party beneficiary arising under or relating to this Agreement through binding arbitration. Both parties stipulate and agree that this Agreement evidences a transaction in interstate commerce, and that the Federal Arbitration Act applies. The arbitration award shall be final and binding and judgment thereon may be entered by any court of competent

jurisdiction. The only exceptions to this arbitration agreement are as follows: a. We and you expressly agree that under no circumstances shall any dispute or claim arising under or relating to this Agreement be subject to arbitration on a class-wide or collective basis. Only the disputes or claims of individual parties may be arbitrated. b. We or you may, at the option of the claiming party, pursue any claim in small claims court instead of arbitration, provided that the claim must not exceed \$5,000 or the jurisdictional limit of the small claims court, whichever is less; and the small claims court must otherwise have jurisdiction of the claim and the parties.

31. Arbitration Procedure (consumer only). You or we may commence arbitration, at the claiming party's election, administered either by JAMS (formerly known as "Judicial Arbitration and Mediation Services"), or the American Arbitration Association ("AAA"). The arbitration shall take place before a single arbitrator, selected pursuant to the selection procedures in the applicable commercial or consumer arbitration rules of the administrator (JAMS or AAA). The JAMS or AAA rules, shall apply subject only to the following exceptions and modifications. a. You may, if you wish, commence arbitration pursuant either to (i) the AAA Consumer Arbitration Procedures, or (ii) the JAMS "minimum standards" for consumer arbitration. In all such consumer arbitrations we will pay the balance of the applicable arbitration administrative fee to the extent required by the JAMS or AAA procedures or standards you have chosen. b. You or we (whoever is the party commencing the arbitration) may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If the claiming party selects non-appearance-based arbitration, the parties agree that the following rules shall apply: (i) the arbitration may be conducted telephonically, and/or online, or be based solely on written submissions, at the election of the party commencing the arbitration; (ii) the arbitration shall not require any travel or personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) discovery shall not be permitted. c. When we or you (whoever is the party commencing arbitration) do not select non-appearance-based procedures, the parties agree that there shall be no discovery except whatever discovery the arbitrator determines is necessary for fair resolution of the claim or dispute. d. Neither we nor you shall seek any award of attorney's fees, including an award of fees from any Service Provider or other intended third party beneficiary of this Agreement, in any arbitration claim arising under or relating to this Agreement, except that the arbitrator may award attorney's fees when (and only to the extent that) the applicable law requires an award of attorney's fees to the prevailing party.

32. Arbitrability Issues to Be Decided By Arbitrator (consumer only). The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable.

33. Law and Forum for Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. You agree that any claim or dispute you may have against us

(other than those which are arbitrated under section 31 above) must be resolved by a court of competent jurisdiction. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

34. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and the officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorneys fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the Service.

35. Release. If you have a dispute with one or more other users of the Site or the Service, you release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, you waive and release any and all provisions, rights and benefits conferred either (i) by Section 1542 of the California Civil Code, which reads: "Section 1542. General release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;" or (ii) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Section 1542 of the California Civil Code.

36. No Waiver. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

37. Intellectual Property. All marks and logos related to the Service, are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us, shall also be deemed our exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-

called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

38. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

39. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials, whether intentionally or inadvertently. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in section 27 above. See also section 16 above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

40. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

41. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE OR SITE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT

LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION,

DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 31, 32 AND 33 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED AND THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED.

42. Complete Agreement, Severability, Captions, and Survival. This Agreement sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 6, 7, 26, 28-37, and 40-43, as well as any other terms which by their

nature should survive, will survive the termination of this Agreement.

43. Definitions. "Account" means a checking, money market or savings account. "Affiliates" mean companies related by common ownership or control. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed. "Recipient Account" is the account to which your funds will be credited. "Service" or "The Service" means the Account-to-Account Transfer Service ("A2A Transfer Service") service offered by SUMMIT CREDIT UNION, through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc. "Service Provider" means companies that we have engaged to render some or all of the Service to you on our behalf. "Site" means the online banking website through which the Service is offered. "Transaction Account" is the Account from which your funds will be debited, your A2A Service fees will be automatically debited, or to which funds will be returned. "Transfer Instruction" is the information provided by you to the Service for a transfer of funds to a Recipient Account.

Section VII: Credit Card MyCardInfo Terms of Use

MyCardInfo is a service provided to you, free of charge, by your Financial Institution ("FI", "The FI").

Terms & Conditions

Please read these terms and conditions carefully. By accessing this site and any pages contained in this site, you agree to be bound by the terms and conditions below. If you do not agree to the terms and conditions below, do not access this site, or any pages contained in this site.

Use of Information and Materials

The information and materials contained in these pages - and the terms, conditions, and descriptions that appear - are subject to change. Your eligibility for particular products and services is subject to final determination and acceptance by the FI.

Warranty

The information and materials contained in this site, including, without limitation, text, graphics, links or other items - are provided "as is," "as available". The FI does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties on non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

LIMITATION OF LIABILITY

In no event will The FI be liable for any damages, including, without limitation, direct or indirect, special, incidental, or consequential damages, losses or expenses arising in conjunction with this site or use thereof or inability to use by any party, or in conjunction with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, or line or system failure, even if The FI, or representatives thereof, are advised of the possibility of such damages, losses or expenses. Hyperlinks to other Internet resources are at your own risk; the content, accuracy, opinions expressed,

and other links provided by these resources are not investigated, verified, monitored, or endorsed by The FI.

SUBMISSIONS

All information submitted to The FI via this site shall be deemed and remain the property of The FI and The FI shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information a visitor to this site provides The FI through this site. The FI shall not be subject to any obligations of confidentiality regarding submitted information except as agreed by The FI entity having the direct cardholder relationship or as otherwise specifically agreed or required by law.

USER AGREEMENT

- I. **General** - This User Agreement ("Agreement") describes the terms and conditions governing use of MyCardInfo provided by the FI. MyCardInfo may be used by the primary and/or any joint accountholder ("you") to access certain information and services regarding a credit card account with The FI.
- II. **Agreement to terms** - Your enrollment in, access to or use of MyCardInfo constitutes your agreement to be bound by all of the terms and conditions of this Agreement.
- III. **Fees** - There is no additional fee for accessing your account information through MyCardInfo. Any other fees applicable in connection with your account continue to apply, as described under the terms of your Cardholder Agreement or in connection with any specific offer for specific products or services. You agree that The FI is not responsible for any telephone or other online service provider charges incurred by accessing your account at The FI through MyCardInfo. (Please note that fees may be assessed by your online service provider.)
- IV. **Electronic messages** - As part of MyCardInfo, The FI does not accept e-mail messages from cardholders. In order to facilitate cardholder feedback or inquires, please contact The FI by using the Contact Us page within the Help & Info menu.
- V. **Enrollment and security verification** - As part of your enrollment, you chose a username that, along with other information, such as a password and personal security code, gives you access to your account with The FI through MyCardInfo. For your protection, do not disclose your online username or password to anyone. The FI is authorized to act on instructions received under your username without further verification.
For security purposes, you should memorize and not write down your online username and password. You are responsible for keeping your online username, password, other identifying information, account numbers and other account data confidential. If you believe that your online username or password may have been lost or stolen, or that someone has transferred or may request a transfer to or from your account or may request a change in your information without your permission, notify The FI immediately.
- VI. **Change in terms** - The FI may change or limit any aspect of MyCardInfo or this Agreement at any time with or without prior notice; provided, however, that you will be given prior notice in the event that fees are assessed for the use of MyCardInfo.
- VII. **Termination; Suspension** - Your enrollment in, access to, use of MyCardInfo, or MyCardInfo itself may be terminated or suspended, in whole or in part, at any time for any reason with or without prior notice. Examples of reasons for such include, without limitation:

- You have reported your card as lost or stolen
- Your account has been closed with a zero balance
- Fraudulent activity has occurred on your credit card account
- Your account has been reported with a bankruptcy status
- Any attempt to misuse MyCardInfo
- Whole or partial, permanent or temporary, termination of MyCardInfo.
- If you wish to cancel your access to MyCardInfo, please contact the FI.

- VIII. **Liability** - Except as specifically provided in this Agreement or as otherwise required by law, you agree that neither The FI, its affiliates, or subsidiaries nor its service providers shall be responsible for any loss, damage, or bodily injury, whether caused by hardware, software, The FI, MyCardInfo, World Wide Web (Web) browser providers, Internet access providers, online service providers, or by an agent or subcontractor of any of the foregoing, or otherwise. Neither The FI, its affiliates, subsidiaries, nor any service providers shall be responsible for any direct, indirect, special or consequential, economic, or other damages arising in any way out of the installation, use, or maintenance of hardware, software, MyCardInfo, Web browser, or access software.
- IX. **Billing statements** - Your printed monthly statement represents The FI's disclosure to you of applicable account information. Please refer to your statement for important information.
- X. **Access hours, use, etc.** - You can access your FI account through MyCardInfo seven days a week, 24 hours a day. However, at certain times, some or all of MyCardInfo may not be available due to system maintenance or failure. The FI is not responsible for your inability to access MyCardInfo, for whatever reason. Account balance and activity information are generally updated daily. However, daily updates may not occur due to system maintenance or failure. The FI is not responsible for any failure to update information, for whatever reason.
- XI. **Miscellaneous** - The FI can delay enforcing any of its rights under this Agreement or in connection with MyCardInfo without losing them, If any provision of this Agreement is deemed unenforceable, such will not make any other provision unenforceable.
- XII. **Governing Law and Jurisdiction** - This Agreement is entered into and will be performed in the state of residence and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the internal laws of the state of residence, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You agree to submit to the personal jurisdiction of the courts of the state of residence.