

**AVADIAN CREDIT UNION**  
**ONLINE SERVICES AGREEMENT**

This Online Services Agreement ("Agreement") governs the Online Services (as defined herein) described in this Agreement. This Agreement is in addition to any agreement (including related fee schedules and disclosures) governing an Avadian Credit Union Account (as defined herein) linked to the Online Services, including the Membership and Account Agreement. For example, if an Avadian Credit Union checking account is linked to the Online Services, your use of the Online Services does not affect the terms and conditions of the Account agreement for that checking account. You should review each Account agreement for any applicable fees, limitations on the number of transactions you can make, and other terms or conditions that might impact your use of the Online Services. This Agreement is also in addition to the Electronic Fund Transfers Agreement and Disclosure you received when you first opened an Avadian Credit Union account (for Consumers). Because certain transfers of funds initiated through the Online Services for the purpose of ordering, instructing, or authorizing a debit or credit to an Account are "electronic fund transfers", the terms and conditions of the Electronic Fund Transfers Agreement and Disclosure are hereby incorporated by reference into this Agreement. The Electronic Fund Transfers Agreement and Disclosure contains important provisions that govern certain types of transactions that are featured in the Online Services described in this Agreement, including: your liability for unauthorized electronic fund transfers; the telephone number and address of the contact to be notified when you believe that an unauthorized electronic fund transfer has been made; limitations on the frequency of certain transfers; a summary of your right to receipts, periodic statements and notices regarding preauthorized transfers; a summary of your right to stop payment of a preauthorized electronic fund transfer and the procedure for doing so; our liability for failure to make or to stop certain transfers; and information regarding the resolution of errors. The terms of the Electronic Fund Transfers Agreement and Disclosure apply to you only to the extent that your Account(s) are primarily for personal, family, or household use. The terms of the Electronic Fund Transfers Agreement and Disclosure do not apply to you if your use of the Online Services is for non-consumer purposes or if the transactions are not covered by the Electronic Fund Transfer Agreement and Disclosure or by the implementing Act. A copy of Avadian Credit Union's current Electronic Fund Transfers Agreement and Disclosure may be found at [www.avadiancu.com](http://www.avadiancu.com). If there is a direct conflict between this Agreement and the terms of the Membership and Account Agreement or the Electronic Fund Transfers Agreement and Disclosure, the Membership and Account Agreement or the Electronic Fund Transfers Agreement and Disclosure shall control.

Please read this Agreement carefully. If you agree with the terms and conditions described herein, type the word "Yes" on the registration page, click "Agree", or affirm by whatever means required at that particular time. Otherwise click "Cancel." Please keep a copy of this Agreement for your records. You may access a copy of this Agreement at any time by visiting the registration page on [www.avadiancu.com](http://www.avadiancu.com).

By accepting any Security Code (as defined herein), or by using (or allowing another person to use) the Online Services, you agree to the terms and conditions of this Agreement. If you use the Online Services after the effective date of any change or modification to this Agreement or prior agreements, your use indicates that you agree with the change(s).

**SECTION I: GENERAL TERMS**

**1. Definitions**

"You" or "Your" means the member, any representative of the member, or each person who is authorized or otherwise allowed to use any of the Online Services.

"We," "us," "Avadian," "Credit Union," and "our" means or refers to Avadian Credit Union and any predecessor, subsidiary, affiliate, agent, independent contractor, vendor or assignee that we may involve in the provision of the Online Services.

"Online Services" refers collectively to the services, features and functions offered through Online Banking and Mobile Banking, such as Bill Payment, Money Manager, Remote Deposit Capture, e-Documents, alerts, and other features or services we may offer from time to time.

"Online Banking" means the part of our Online Services, accessible from [www.avadiancu.com](http://www.avadiancu.com), that provide online banking.

"Mobile Banking" refers to the mobile software application designed for compatible mobile devices, such as your mobile phone or tablet, which allows you to perform certain functions.

"Bill Payment Service" means the part of the Online Services in which you direct us to make payments from your Account(s) to a Payee. You may access our Bill Payment Service through both Online Banking and Mobile Banking.

"RDC," "RDC Service(s)" or "Remote Deposit Capture" means the part of the Online Services whereby members or their authorized users using Mobile Banking, may take pictures of a check with their mobile device and transmit images of the Checks (or data extracted from such Checks) through the RDC software for deposit into designated deposit accounts at Avadian.

"Money Manager" means the part of the Online Services that we make available to you through Geezeo. Money Manager is an account management service that aggregates different accounts held with us or other financial institutions into one convenient place. It includes tools that help you analyze your personal finances using the account information that you provide to us.

"Payee" means any person or entity to which you direct a payment through the Bill Payment Service.

"Account" means each of your Avadian Credit Union accounts that are linked to the Online Services.

"Security Code" is your identification code (or other security technique) for your use of the Online Services, and as more particularly defined in the section titled "Security and Privacy" below.

"Check" means a draft, other than a documentary draft, payable on demand and drawn on a bank; and does not include a non-cash item payable in a medium other than United States dollars.

"Consumer" means a natural person who establishes an Account primarily for personal, family or household purposes.

## **2. Use of the Online Services**

In order to use the Online Services, you must (i) have access to both a computer (including any necessary related equipment and software) and the Internet (including telecommunications service, a Web browser with standard features, and the ability to receive e-mail at a designated e-mail address), (ii) enroll for, and maintain enrollment in, Online Banking, (iii) download the appropriate mobile banking application (if you plan to use the Mobile Banking), (iv) accept these and all other applicable terms and conditions.

From time to time, we may add Online Services, eliminate Online Services, or otherwise modify the terms or features of any Online Services. When we make any such change, we may make available online terms for that Online Service, and the new or modified online terms for that Online Service will become part of this Agreement. Not all of the Online Services may be available for or applicable to all types of Avadian Credit Union accounts. Avadian, in its sole discretion, will determine the specific types of Avadian Credit Union accounts for which any particular Online Service is available or applicable, as well as the terms on which each Online Service is made available or applicable to any specific type of account. For example, we may determine that transfers cannot be made from certain credit accounts that may be linked to the Online Services. From time to time, we may change the types of Avadian Credit Union accounts for which any particular Online Service is available or applicable. We reserve the right, to the fullest extent permitted by law, to refuse to make any particular Online Service available or applicable to any of your Accounts, even though the Online Service is available or applicable to Avadian Credit Union accounts that are the same type of account as your Account.

## **SECTION II. ONLINE SERVICES**

### **1. View Online Account Information**

You may use Online Banking and Mobile Banking to view the balance and recent activity in your qualifying Accounts ("Online Account Information"). Online Account Information that is available to you may vary depending on whether you access this Online Service through Online Banking or through Mobile Banking. Online Account Information is provided as a convenience to you for tracking purposes only. The Online Account Information provided may differ from your records because it may not include deposits in process, outstanding checks, withdrawals, payments, fees or charges. In addition, the transaction history may be limited to a particular number of days. For example, only transactions for the past year are available on Mobile Banking. Avadian does not guarantee either (i) the availability or accuracy of any Online Account Information, (ii) the accuracy of the auto categorize option; or (iii) your ability to download and/or store any Online Account Information. We will not be liable for damages of any kind arising from (i) your inability to access any Online Account Information, (ii) inaccurate content in, or your use of or reliance on the

contents of any Online Account Information, or (iii) your inability to download and/or store any Online Account Information.

## **2. Transfers between Accounts; Loan Payments; External Transfers**

You may use Online Banking and Mobile Banking to transfer funds from one authorized Account to another, including loan Accounts. You may also transfer funds between accounts held at other financial institutions and authorized Accounts or loans at Avadian ("External Transfers"). Do not initiate a transaction if you have or expect to have insufficient funds to cover the transaction(s). It may result in additional fees, as disclosed on our Truth in Savings Disclosure, loan or deposit agreements/disclosures, or other fee schedule applicable to you. Do not count on overdraft services, courtesy pay or other sources to be available to cover your transfers. Avadian, in its sole discretion, may designate both the specific types of Accounts to and from which transfers are permitted to be made and the kinds of transfers that may be made. From time to time, we may change this designation for any type of Account.

Your ability to transfer funds from certain Accounts may be restricted or limited by us, by either federal law or the terms of your Account. For all savings, club, and money market accounts, you may make no more than six (6) transfers from your Account to another Account of yours in any month. If you exceed these limitations, your Account may be subject to a fee or be closed.

You may use Online Banking to set-up recurring transfers. Be sure to schedule your transfer several days before your intended transfer date. .

You may use Online Banking and Mobile Banking to set up External Transfers, which are transfers between us and another domestic financial institution. Be sure to provide the correct routing and account information; otherwise, we will be unable to complete your transfer, or we will reverse the transaction. For outgoing transfers, if your available balance is not sufficient to cover the transaction, then, we may at our option cancel not only that transfer, but all scheduled transfers occurring in the future.

In addition: (a) we reserve the right, without liability, to unilaterally reject or reverse a transfer if you fail to comply with any term of this or any other Agreement, or if your Account balance with Avadian or another financial institution is insufficient; (b) if you do not have sufficient funds in the Account or account at another financial institution and we have not exercised our right to reverse or reject a transfer, you agree to pay on demand for such payment obligations and any related fees; (c) you further agree that we, at our option, may charge any of your Accounts to cover such payment obligations and any related fee; (d) we may refuse to honor any transfer requests that reasonably appears to us to be fraudulent, unauthorized, erroneous, illegal or prohibited under this Agreement, or as otherwise permitted by law, and we shall have no liability for its refusal to honor these transfers; (e) for security reasons, we may impose limits or restrictions on the number, availability, and dollar amount or types of transfers that you can make using the Online Services.

## **3. Bill Pay Service**

Our Bill Pay Service allows you to direct us to make payments from your Account(s) to a Payee using Online Banking and Mobile Banking.

**3(a). Limitations:** The following are limitations of the Bill Pay Service: (a) You may not make a payment in any currency other than U.S. dollars; (b) payments to Payees outside of the United States or its territories are prohibited; (c) for security reasons, we may impose limits or restrictions on the number and dollar amount or types of transactions that you can make using the Bill Payment Services; and (d) we may refuse to honor any payment requests that reasonably appears to us to be fraudulent, unauthorized, erroneous, illegal or prohibited under this Agreement, or as otherwise permitted by law, and we shall have no liability for its refusal to honor these payment requests. There may be additional limitations described throughout this Agreement, and your ability to initiate transactions may be governed by the terms of other agreements you have with us or as described in our Membership and Account Agreement, our Electronic Fund Transfers Agreement and Disclosure, other agreements or other disclosures we have made to you, or by applicable law. You agree to abide by and be bound by all applicable limitations.

**3(b). Payment Processing:** We may, at our discretion, remit payments initiated by you by mailing your Payee a check drawn on your Account, by electronic funds transfer, or by other means. If we elect to remit a payment by check, you authorize us to execute checks drawn on your Account for the purpose of making payments to your Payees initiated through the Bill Payment Service notwithstanding any resolution, signature card, or other document filed with us that purports to limit authority over any of your Accounts, whether currently on file or submitted or modified in the future.

3(c) When your payment is processed: a payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled exclusively by us, is currently 2:00 p.m. Central Time.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. You may not designate a non-business date (generally weekends and certain holidays) as the payment's process date.

You may not select a processing date more than 90 days in advance.

3(d) Timing of Your Payments: Based on the time required to transmit your payment to your Payees, the Payees generally will not receive Payment on the processing date, but generally up to five (5) business days later. Therefore, in order to provide sufficient time for payments to be received by your Payees, we recommend that you plan accordingly, and allow ample time for your payments to reach your Payees. You hereby authorize us to withdraw the funds immediately from your Account, even though such payment is not remitted until a later date.

3(e) Cancellation of a Payment: In Mobile Banking, you may cancel a bill payment only if the payment appears under the "Scheduled Payments" section of the App. In Online Banking, you may change or cancel a bill payment only if the payment still appears as an unprocessed transaction.

3(f) Available Funds: You agree not to use or attempt to use the Bill Payment Services to overdraw any Account or to engage in any transaction that is not specifically authorized and permitted. Do not initiate a transaction if you have or expect to have insufficient funds to cover the transaction(s). Such actions may result in additional fees.

If you initiate a transaction when there are, or you expect to have insufficient funds to cover the transaction, Avadian may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with Avadian, or courtesy pay. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to Avadian. In the event of repeated overdrafts, the Credit Union may terminate all Online Services under this Agreement.

3(g) Stale-dated Checks: Paper checks that are issued to Payees may become void after a reasonable amount of time has lapsed. We shall have the right, at our option and without notice to you, to pay or not pay any such check that is not presented to us for payment within 120 days after the issue date on the check. Unless you have closed your Account, the amount of the stale-dated check will be credited back to your Account from which the funds were drawn and the check will become void.

3(h) Returned Payments: You understand that a Payee's financial institution may return a bill payment for various reasons, such as an invalid account number. We will use our best efforts to research and correct the returned bill payment, or void the returned bill payment and credit your Account.

3(i) Payees: For security purposes, you are not allowed to create or edit new Payees using Mobile Banking. You must add, modify or delete Payees using Online Banking. The changes you make will appear on Mobile Banking after we have had a reasonable amount of time to process them.

On Online Banking, you must provide sufficient information about each Payee, as we may request from time to time, to properly direct a payment to that Payee and permit the Payee to identify the correct account to credit with your Payment. This information may include, among other items, the name and address of the Payee and your Payee account number. You are responsible for ensuring that the Payee information you or we provide is current, accurate, and complete, and you assume responsibility for any transaction error that results from stale, inaccurate, or incomplete Payee information furnished or entered into the online service by you. Furthermore, we reserve the right to refuse the designation of a Payee for any reason.

3(j) Errors: You agree to notify Avadian of any suspected errors without delay, and in no event later than the time stated in the Membership and Account Agreement or our Electronic Fund Transfers Agreement and Disclosure (if the latter applies to you). To the fullest extent allowable by law, unless you notify Avadian within the correct time, all transactions made through the Bill Payment Service shall be deemed correct, and you are prohibited from bringing a claim against Avadian for such alleged error.

3(k) Persons Designated to Use Bill Payment Services for Businesses: This subsection 3(k) applies only to business members (non-consumers). When enrolling for the Bill Payment Service, you must designate a single "Primary Administrator" to administer your use of the Bill Payment Service. The Primary Administrator must be a person authorized to have complete authority over and to make all decisions with respect to the Account(s).

The Primary Administrator will have full access to the Bill Payment Services and to the Account(s), and will have the ability to set up one or more "Secondary Users" who will have access to all or any part of the Bill Payment Services and Accounts. Please be aware that Secondary Users may be individuals who are not listed, or have limited powers, on the account card(s) associated with the Account(s).

The Primary Administrator and each Secondary User will have separate Security Codes. You understand and acknowledge that when the Primary Administrator authorizes access to a Secondary User, the Secondary User will be not only allowed to view all of the Accounts, but also to make transfers and bill payments, create Payees, and view account balances, check images, online statements, and online notices for any Account linked to the Bill Payment Service. You understand, acknowledge and agree that Secondary Users may have full access to funds in the Accounts linked to the Bill Payment Services, despite the fact they may not be listed, or have limited powers, on the account card.

Adding, modifying, or deleting Secondary Users in the system will not add, modify or remove them on the business account card. Likewise, adding, modifying or deleting authorized users on the business account cards will not add, modify or remove Secondary Users in the system. Please visit one of our branches, or call us if you would like to remove an individual from a business account card.

You agree that we are entitled to rely on and deem the use of your Security Codes to gain access to the Online Services as your authorization for every transaction involving any Account until you have notified us of any possible unauthorized use or transactions. Neither we nor any of our service providers or affiliates will have any liability to you for any unauthorized bill payment, payroll distribution or customer invoice made using your Security Codes that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. Authorization of payroll distributions, customer invoices or bill payment requests through the Services by means of your Security Codes shall be considered the same as your signed authorization and instruction for us to perform any and all actions relating to the requested transaction. You agree to be bound by any transaction on any of your Accounts that is initiated by means of your Security Codes and accepted by us in accordance with this Agreement or disclosed to you online, regardless of whether or not you actually authorized the transaction.

3(l) Business Use of Bill Payment Services: This subsection 3(l) applies to business members only. You acknowledge and agree that your Accounts are established primarily for purposes other than personal, family or household use. Your representation (when you open an account) that an Account is a business account is binding and conclusively establishes the non-consumer nature of the Account. Accordingly, the provisions of the Electronic Fund Transfer Act, as amended, Regulation E, as amended, the Electronic Fund Transfers Agreement and Disclosure, and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to transactions affecting your Accounts.

3(m) Business Invoicing in the Bill Payment Service: This subsection 3(m) applies only to business members. You may use the Bill Payment Services to set up and send electronic invoices and create a branded website to receive payments (the "Customer Invoicing Service"), and to pay employees electronically and send payroll deposits to multiple accounts (the "Payroll Distribution Service").

The Customer Invoicing Service and Payroll Distribution Service may require you to enter your customers' and employees' contact information and email address. The features may also link you to a website or service provided exclusively by a 3rd party that is unrelated to us, such as PayPal. Similar to the bill payment feature, cutoff time for Payroll Distribution Service is 2:00 pm CT. Please plan several days in advance to ensure timely delivery of your payroll payments.

You understand and agree that you are solely responsible for (1) safeguarding and properly using your customers'/employees' nonpublic (or public) personal information stored in the system; (2) preserving a backup copy of the information stored in the system; (3) errors, inaccuracies, mistakes, misrouted invoices, bad acts, or any other issue while creating, using, or transmitting custom invoices, or while receiving payments from your customers through 3rd party payment providers such as PayPal; (4) errors, inaccuracies, mistakes, bad or negligent acts related to payroll distributions through the Services.

#### **4. Text or Email Alerts**

This Online Service has the capability of providing e-mail or text alerts of certain Account information, such as alerts for large dollar withdrawals, automatic deposits, or the availability of new documents. In addition, alerts provide Account balances and past due reminders. We may add new alerts from time to time, or cancel old alerts with or without notice to you.

We transmit alerts to you either by text message, e-mail or both. While Avadian does not charge for the delivery of the alerts, please be advised that text or data charges or rates may be imposed by your carrier.

Account alerts are one-way communications from us to you. An electronic message or reply sent by you through this Online Service will not be received by us. No action will be made on any electronic message you send to us through this Online Service. To the extent any other agreement between you and us requires you to deliver written notice to a particular address regarding any matter, you agree that these provisions regarding the use of this Online Service do not displace or modify any such requirement for a written notice, and you agree to comply with any requirement for a written notice without reference to these provisions.

You acknowledge that the mobile number you provide is registered in your name. You agree to provide your correct email or text number. If your e-mail address or your mobile device's number changes, you understand that it is your sole responsibility to modify your contact information on the site, or cancel this Online Service. If we are notified by a carrier or the new owner of your old number that you have changed or given up your mobile number, we may unsubscribe you from the alert service until you provide us with correct information.

You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert.

Because alerts are not encrypted, we will never include your passcode or full account number. However, alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your Account balance or the due date for your loan payment may be included. Anyone with access to your email or mobile device will be able to view the contents of these alerts.

We will never ask you for your online ID or passcode under this Online Service. If you receive such an email or text message, you agree to immediately report it to us.

In the event you receive information from us via e-mail or text that you believe is intended for another recipient, you agree to report the erroneous message to us, and thereafter delete the information from your computer or device. You shall not use the information for any personal or commercial purposes.

In the event that you believe that an unauthorized person has gained access to your computer or device, you agree to immediately notify us so that we can cease communication of information to you via e-mail or text until you and we take measures agreed to jointly to protect your financial information.

Having acknowledged the risks associated with communicating financial information via e-mail or text, you (a) release us from any claim or liability arising from or in connection with any communications sent or received using the Service, and (b) agree to indemnify and hold harmless us from all claims, losses, expenses or liability arising in any way out of or connected in any way with the use of this Online Service as contemplated by this Agreement.

## **5. Electronic Messaging with Avadian**

You may use Mobile Banking and Online Banking to send and receive electronic messages to and from Avadian representatives. You cannot use the Message section to make a payment, account inquiry, or funds transfer. There may be other limitations to your use of electronic messaging from time to time in effect. To the extent any other agreement between you and us requires you to deliver written notice to a particular address regarding any matter, you agree that these provisions regarding the use of the message system do not displace or modify any such requirement for a written notice, and you agree to comply with any requirement for a written notice without reference to these provisions regarding the use of the message center.

## **6. Money Manager**

6(a) General Explanation of the System: Money Manager is designed to aggregate or combine financial information that you hold at Avadian and other third party account providers (i.e. other financial institutions). It provides a convenient way to see all of your accounts in a single place on Online Banking. It is designed to give you a complete view of your finances, so you may budget better, set up alerts, make smarter investments, establish goals and determine your net worth. It is not set up for you to conduct transactions of any kind.

You direct us to access your Avadian Account(s) and account(s) outside Avadian by third-party account providers, and we electronically transfer certain financial data to Money Manager. There is no communication back to Avadian or your third-party account providers. In other words, you cannot initiate a banking transaction through Money Manager back to your third-party account providers.

Money Manager transfers account information in several ways including a direct feed from your third-party account provider, or by "screen scraping." If Money Manager "screen scrapes," the system automatically logs into your third-party account provider's online site - just as you do - and captures the data from the screen itself.

Regardless of the method, for Money Manager to function correctly, you must provide us with your username(s) and password(s) to access your third-party accounts. You represent that you have the right to grant such use of your usernames and password, and that by doing so you are not violating the terms and conditions between you and your third-party account provider(s).

6(b) Acceptance: When you elect to use Money Manager, you agree to accept the terms and conditions of this Agreement including any future amendments to this Agreement or changes in any term. If you do not agree to all of the terms in this Agreement, do not use the service. We may change this Online Service at any time. For example, we may add, delete or amend terms of this Online Service. We will notify you of substantive changes by e-mail, or by posting an online notice within Online Banking or Money Manager. If you use Money Manager after the effective date of a change, your use indicates that you agree with the change(s).

6(c) Authorization: You authorize us and our service providers to access the third-party web sites and accounts you designate to retrieve account information on your behalf, and you appoint us as your agent for this limited purpose. In addition, you hereby grant us and our service providers a limited power of attorney, and you hereby appoint us and our service providers as your true and lawful attorney-in-fact, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third-party web sites, retrieve account information, and use your information, for the purpose of accessing your third-party accounts and operating Money Manager, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You agree that third-party providers are entitled to rely on the authorizations, agency and power of attorney granted by you to us when you accepted the terms and conditions of the Agreement.

YOU AGREE AND ACKNOWLEDGE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THE THIRD-PARTY WEB SITE, WE ACT AS YOUR AGENTS, AND NOT THE AGENTS OR ON BEHALF OF THE THIRD-PARTY.

6(d) Account Ownership and Authority: You represent that you are a legal owner of the accounts at the third-party web sites that you include in this Online Service and that you have the authority to designate us as your agent, use Money Manager, and give us your passwords, usernames and all other information that you provide to us.

You, and on behalf of any joint owners or other interested parties, authorize us to access your personal financial information for each Account or third-party account you request the Credit Union to include in the Service. You confirm that, if any of your Accounts or third-party accounts is a joint account, your joint account holder has consented for you to use your Accounts or third-party account for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

6(e) Balances: You understand that the account balances and other information reflected in Money Manager may be dated or erroneous. The information may not be accurate if, for example, the system failed to connect to the third-party site, your username or password failed a third-party account provider's authentication process, or the system scraped incorrect information. Furthermore, data and other information are provided for informational purposes only, and are not intended for trading or transactional purposes. Always pay attention to the date of the last successful import, and if your information appears to be incorrect, confirm your balance with your third-party account provider.

6(f) How We Use Your Data: We do not share your information collected by Money Manager with third-parties, unless it is for the purpose of processing through our vendor, or responding to a court order or legal investigation (please see our privacy policy). We do, however, use aggregated financial data that Money Manager collects for marketing our products and services to you. The information is not specifically connected to you. For example, we collect averages that people spend on car loans, but we do not know the specific balance remaining on your loan used to purchase your automobile. That information is between you and your lender. In other words, we collect information, but it is anonymous.

6(g) Alert Service within Money Manager: Alerts are sent to you prior to or following certain account activities or events. We transmit alerts to you either by text message or e-mail. While we do not charge for the delivery of the alerts, please be advised that text or data charges may be imposed by your carrier.

Account alerts are one-way communications from us to you. An electronic message or reply sent by you through the Service will not be received by us. No action will be made on any electronic message you send to us through Money Manager.

You agree to provide your correct email or text number. If your e-mail address or your mobile device's number changes, you understand that it is your sole responsibility to modify your contact information on the site, or cancel Money Manager.

You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third-party in reliance of an alert.

Because alerts are not encrypted, we will never include your passcode or full account number. However, alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your account balance or due dates may be included. Anyone with access to your email or mobile device will be able to view the contents of these alerts.

We will never ask you for your online ID or passcode under this Online Service. If you receive such an email or text message, you agree to immediately report it to us.

In the event you receive information from us via e-mail or text that you believe is intended for another recipient, you agree to report the erroneous message to us, and thereafter delete the information from your computer or device. You shall not use the information for any personal or commercial purposes.

Having acknowledged the risks associated with communicating financial information via e-mail or text, you (a) release us from any claim or liability arising from or in connection with any communications sent or received using the alert feature of this Online Service, and (b) agree to indemnify and hold harmless us from all claims, losses, expenses or liability arising in any way out of or connected in any way with the use of the alert service as contemplated by this Section.

6(h) Updating Records: You agree to promptly update Money Manager if your account information changes. You are responsible for the accuracy of all of the information you input, and agree that we may rely on the information you provide, without further verification, when processing requests you initiate through Money Manager.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION YOU HAVE PROVIDED TO US.

6(i) No Unlawful or Prohibited Use: As a condition of using Money Manager, you warrant to us that you will not use Money Manager for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use Money Manager in any manner that could damage, disable, overburden, or impair Money Manager or interfere with any other party's use and enjoyment of Money Manager. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through Money Manager. You agree that these representations or warranties will remain in full force and effect even if this Agreement terminates for any reason.

6(j) Cancellation: Your Money Manager service remains in effect until it is terminated by you or us. You may cancel Money Manager at any time by calling Avadian Credit Union Member Services, and Money Manager will be cancelled



after we have had a reasonable opportunity to act upon your cancellation request. You agree to use Money Manager only for bona fide lawful purposes. We may suspend or terminate your participation in Money Manager for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so. We reserve the right to refuse to honor an instruction or suspend or terminate Money Manager, in whole or in part, at any time, with or without cause and with or without notice, and may immediately do so 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 password; or (b) we believe you are not using Money Manager for its intended, bona fide and lawful purposes; (c) your account is closed, access to your account is restricted for any reason, or if you do not use Money Manager for a period of time; (d) following initial enrollment you do not use Money Manager, we may automatically suspend or terminate Money Manager without further notice to you. Termination will not affect your liability or obligations under this Agreement for actions we've taken on your behalf.

6(k) Access to Account Information for Third-Party Accounts: You understand and agree that, in order to provide Money Manager, it is necessary for us to access other financial institutions', credit unions', and brokerage companies' Web sites and data bases containing information regarding your accounts and financial relationships as designated by you, on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize us to access such account(s) to retrieve such information as requested or authorized by you, or for any other purpose authorized by this Agreement. You represent and warrant that the information you are providing us with is true, correct and complete. You represent and warrant to us that you have the right to authorize and permit us access to your account(s), you assure us that by disclosing the information to us and by authorizing us to use such information to access your account(s), you are not violating any third-party rights. You hereby authorize and permit us to use any information submitted by you to us (such as account passwords and user names) to accomplish these purposes and to configure Money Manager to be compatible with the account(s). You understand and agree that at all times your relationship with each third-party account provider is independent of us and your use of Money Manager. We will not be responsible for any acts or omissions by the financial institution or other third-party provider of any account, including without limitation any modification, interruption or discontinuance of any account by such third-party provider.

6(l) Links to Third Party Sites: Money Manager may contain links to other Web sites ("Linked Sites"). Such links are provided solely as a convenience for you. While Money Manager will attempt to select and provide links to Linked Sites that it believes may be of interest to you, we do not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that we, our affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them.

6(m) Limitation of Liability and Indemnity for Money Manager: 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 ACCOUNT(S); (2) OUR RETRIEVAL OF OR INABILITY TO RETRIEVE INFORMATION FROM THE THIRD-PARTY ACCOUNT PROVIDER OR ITS WEBSITES; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION PROVIDED BY THE THIRD-PARTY ACCOUNT PROVIDER; (4) ANY CHARGES IMPOSED BY THE THIRD-PARTY ACCOUNT PROVIDER; AND (5) YOUR USE OF MONEY MANAGER.

You agree to indemnify, defend and hold us, our affiliates, partners, vendors, officers, directors, employees, consultants and agents from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising directly or indirectly from: (a) your use of Money Manager; (b) our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, (c) your negligence or intentional conduct; (d) your violation or breach of the terms under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via our Online Services or Money Manager and/or (e) your infringement, or infringement by any other user of your Account(s) or third-party account(s) at our web site, of any intellectual property or other right of any person or entity.

## **7. Electronic Communications ("e-Documents")**

This section of the Agreement applies to you only if you registered and enrolled in our e-Documents Service, found within Online Banking.

We will provide you with electronic versions of certain Communications (as defined below) relating to your deposit accounts, credit card accounts, loans, membership, or other products or services. You agree and understand that paper Communications will discontinue as soon as you complete your enrollment. Your consent will apply to any other person named on your Account, product or service. In addition, it will apply automatically to current and future accounts you establish with us.

7(a) Types of Communications You Will Receive Electronically: When you enroll, you consent to our electronic delivery of the following items ("Communications"):

- Notices, disclosures, terms, conditions, agreements, records, statements, or other information related to your deposit, credit card, loan or other service account(s), including periodic statements, transaction history reports, payment notices, service fees and reminders. With respect to Account statements, you will have access to a maximum of the last twelve (12) months of statements.
- Information or disclosures that are required by certain federal or state regulations, including, but not limited to the Electronic Fund Transfer Act, the Truth in Savings Act, the Expedited Funds Availability Act, the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, or the Real Estate Settlement Procedures Act, and notices of changes to those disclosures;
- Notices relating to shareholder meetings, special meetings pursuant to our Bylaws, our Membership Agreement, and other membership notices;
- Certain tax information, such as interest and dividend statements; and
- Our official member newsletter.

7(b) Requesting Paper Copies of Communications after Consent: When you use the service, and upon your request, we will provide you with a paper copy of any Communication provided electronically by us to you, provided we receive your request within 12 months after the date the Communication was first made available to you electronically. You may request a paper copy of these Communications by calling us at 1.888.AVADIAN (1.888.282.3426), by sending a message to us via the messaging service on Online Banking, or by visiting a branch. A fee may apply.

7(c) Withdrawal of Consent: Subject to applicable law, you may withdraw your consent for free by calling 1.888.AVADIAN (1.888.282.3426), or by sending a message to us via our messaging service within Online Banking. We cannot accept verbal request to stop the delivery of electronic Communications in our branches. Your request to revoke the e-Documents Service must be received at least ten (10) days prior to the end of the statement cycle to receive a paper statement for the current statement period.

7(d) Hardware and Software Requirements: You will need (1) a computer or mobile device with an operating system, such as Windows, Macintosh, iOS or Android; (2) an internet browser with the latest version of Microsoft Internet Explorer (at least 9.0 or higher), the latest version of Safari, the latest version of Firefox, or the latest version of Chrome; and (3) Adobe Acrobat Reader (available for free at [www.adobe.com](http://www.adobe.com)). To print or download electronic Communications you must have a printer connected to your computer or device, or sufficient hard-drive or other storage space to store the electronic Communications.

If there is a change in the hardware/software requirements associated with this service we will notify you and provide an explanation of the updated hardware/software requirements associated with this Online Service.

7(e) Delivery of Communications: We will provide Communications to you electronically by posting them within Online Banking. Although we will endeavor to provide you with an email notification, you acknowledge and agree that it is your responsibility to access the electronic Communications as they are posted within Online Banking. It is your responsibility to download, print or retain electronic Communications for your records before they become unavailable.

We reserve the right to and you agree that we may provide you with electronic Communications via e-mail transmitted to your email address instead of posting them within Online Banking.

Notwithstanding any other term in this section, we reserve the right to provide you, or require you to provide us, with a written or paper version of any Communication.

7(f) Updating Your Contact Information: You agree to notify us if your e-mail address changes. You may contact us by calling 1.888.AVADIAN, by writing to us at Attn: Member Services, P. O. Box 360287 Birmingham, AL 35236-0287, or by sending a message via our messaging service on Online Banking. If we send you an e-mail and it is returned undeliverable, we will attempt to send the e-mail again to the e-mail address you have provided us. If the e-mail is returned a second time, your participation in this e-Documents Service will be discontinued and subsequent communication will be distributed in paper form through regular mail to our address on file.

## **8. Update Contact Information and Password**

You may update or change your address, email and phone numbers using Online Banking and Mobile Banking. Any change you initiate through this service will change your official membership record. For security purposes, you agree that we may send confirmation of any changes you make to your contact information (via email or text) to your old Account address. Anyone that you authorize to access your Account(s) on Mobile or Online Banking, such as joint owners, friends, family, or representatives, may change your profile, passwords, usernames and addresses. You are solely responsible for their actions.

### **9. Remote Deposit Capture Service (For Consumers Only)**

**9(a) Eligibility:** Your access to the RDC Service is subject to our approval and its availability in your area and is only available for use through Mobile Banking. Not all Accounts are available to use with the RDC Service. You must continue to qualify for the RDC Service, and we reserve the right to change the qualifications at any time without prior notice to you. Furthermore, you must maintain with Avadian at least one deposit Account for the purpose of providing available funds, and for deposit of received funds in connection with the use of the RDC Services.

**9(b) Equipment and Software:** You understand that, at your sole cost and expense, you must use a compatible mobile device that meets all technical requirements for the proper delivery of the RDC Service. You are responsible for purchasing, leasing, installing, operating, and maintaining your mobile device as specified by Avadian. From time to time, we may impose mandatory hardware or software upgrades or other maintenance routines, and you agree to abide by such requirements at your expense.

**9(c) Eligible Checks:** You agree to scan and deposit only eligible Checks.

You agree that you will use the RDC Service only to scan and transmit images of "checks", as that term is defined in Regulation CC of the Board of Governors of the Federal Reserve System ("Reg CC"), for a deposit to your Account. You agree that the image of any check that is transmitted via the RDC Service shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text).

You further agree that you will not transmit for deposit any of the following types of Checks or other items which shall be considered prohibited items:

- Checks payable to any person or entity other than you
- Checks containing an alteration on the front of the Check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks previously converted to a substitute check
- Checks drawn on a financial institution located outside the United States
- Checks that are remotely created checks
- Checks not payable in United States currency
- Checks dated more than 6 months prior to the date of deposit, or Checks that contain a stamp that voids it after a certain period of time
- Postdated Checks
- Checks with an improper or missing endorsement
- Checks that have previously been submitted through the RDC Service or through a remote deposit capture service offered at any other financial institution
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department
- Savings bonds
- Checks issued by and drawn on your or your affiliate's own account(s)
- Third party check items (double endorsement check items)
- Checks with poor image quality
- Checks that are fraudulent or counterfeit
- Checks or items prohibited by Avadian's Membership and Account Agreement, policies, procedures or this Agreement

We reserve the right to charge back to your Account at any time, any item that we subsequently determine was not an eligible item. You agree that Avadian is not liable for any loss, costs, or fees you may incur as a result of our charge back of an ineligible item.

If you deposit a prohibited Check, you agree to indemnify and reimburse Avadian for, and hold Avadian harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees).

9(d). Endorsements and Procedures: In order for a Check to be processed for deposit, you must restrictively endorse the Check in the proper location on the back with the following words: "For Deposit Only to Avadian, Account # \_\_\_\_\_", or as otherwise instructed by Avadian. After confirmation of our acceptance of an item, you agree to mark the original Check "Processed" or "Scanned".

9(e). Transmission of Checks: We are not responsible for files, Checks, items, data or images that are lost, stolen, or intercepted during transmission.

9(f). Image Quality: The image of a Check transmitted to Avadian using the RDC Service must be legible, as determined in Avadian's sole discretion.

9(g). Acceptance of Checks: Checks are not considered received by us until we have confirmed receipt of them in the system, or in your official periodic statement. Receipt of an item does not constitute an acknowledgement by us that the Check will pay, is error-free or that we will be liable for the item. In addition, you acknowledge and agree that we may reject, in our sole discretion, any Check transmitted through the Services for remote deposit without notice to you, and we will not be liable for any such rejection. If we do not accept a Check for remote deposit, you must deposit the original Check by visiting our branch or by mailing the Check to us, pursuant to our procedures.

9(h). Availability of Funds: You agree that items transmitted using the RDC Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC or our Funds Availability Policy Disclosure. You acknowledge and agree that Avadian may make deposits available up to seven (7) business days from the day of deposit.

In general, if an image of an item is transmitted, received and accepted for deposit before 7 pm CT on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit after close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

9(i). Retention of Items: Upon your receipt of a confirmation that we have received and accepted an image (or data extracted from the Checks) that you have transmitted through the RDC Service, you agree to retain the Checks for at least thirty (30) calendar days from the date of the image transmission ("Retention Period"). After the Retention Period, you agree to destroy the Checks that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During this Retention Period, you agree to store original Checks in a safe and secure environment and implement appropriate security measures to ensure that during the Retention Period: a) only authorized persons shall have access to original Checks; b) the information contained on such original Checks or on any corresponding imaged items are not disclosed to third parties; c) such Checks will not be duplicated or scanned more than one time; and d) such Checks will not be deposited or negotiated in any form. In addition, during the time the retained Check is available, you agree to promptly provide it to Avadian upon request.

You further agree to indemnify and reimburse Avadian for, and hold Avadian harmless from and against, any and all losses, costs and expenses (including reasonable attorneys fees) Avadian may incur relating to your failure to implement and exercise the foregoing security and internal controls.

9(j). Deposit Limits: You acknowledge and agree that Avadian, in its sole discretion, may establish limits on the dollar amount (e.g., per item and per day) that you may submit for deposit through the RDC Service. In addition, Avadian may establish the maximum number of Checks that may be scanned per day. We may raise or lower any limit, and we may implement additional restrictions in our sole and absolute discretion.

9(k). Minimum Balance: You may be required to maintain a minimum balance or reserve at Avadian. Avadian shall determine the minimum balance or reserve amount in its sole discretion. You acknowledge and agree that Avadian may transfer any required reserve to an Avadian account for exclusive use by Avadian, or Avadian may hold or freeze a comparable amount in your Account. Your obligation to maintain a minimum balance or reserve shall survive the termination of this Agreement, with such obligation lasting until all of your obligations under this Agreement have been fully offset.

9(l). Errors: You agree to notify Avadian of any suspected errors regarding items accepted for deposit by Avadian through the RDC Service without delay, and in no event later than the time stated in the Membership and Account Agreement. To the fullest extent allowable by law, unless you notify Avadian within the correct time, all deposits made through the RDC Service shall be deemed correct, and you are prohibited from bringing a claim against Avadian for such alleged error.

9(m) Security and Internal Controls: You agree to the following: a) take reasonable steps to safeguard original Checks; b) keep Checks in a safe and secure area; c) limit access to original Checks and to the information contained on such Checks; d) limit access to your mobile device; e) prohibit sharing of, and access to userids and passwords; f) immediately contact Avadian if security of the system and/or original Checks is breached in any way; g) maintain, secure access to the Internet; and h) comply with all other security procedures, as determined by Avadian or its processor.

9(n) Cooperation: You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the RDC Service in your possession and your records relating to such items and transmissions.

9(o) User Warranties and Indemnification Relating to RDC: You warrant to Avadian all of the following:

- You will only transmit eligible items
- You will not transmit duplicate Checks
- You will not re-deposit or re-present the original Check
- You will properly endorse all Checks
- Check images presented to us accurately represents all information on both sides of the Check
- All information you provide to Avadian is accurate and true
- You will comply with this Agreement and all applicable rules, laws and regulations
- You are not aware of any factor that may impair the collectability of the item
- You will safeguard Checks and maintain appropriate controls over your device, as set forth herein

To the fullest extent allowed by law, you agree to indemnify and hold harmless Avadian from any loss relating to your breach of this warranty provision.

9(p) Interruptions and Upgrades: We do not warrant or represent that the RDC Service is error-free. You may experience technical or other difficulties while using the RDC Service. We will attempt to notify you of any outages, maintenance events or other system interruptions by posting alerts on our website or by sending you a text message. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.

9(q) Availability of Accepted Check Images: You understand and agree that Checks (or images thereof) deposited through the RDC Service may not be available for later review on Online Banking.

9(r) Contingency Plan: You understand and agree that, in the event you are unable to use the RDC Service for transmission of a Check to us (for any reason, including, but not limited to, communication problems, equipment or software outages, termination of the RDC Service, interruptions or failures), your only recourse is to deliver the originals of all Checks to Avadian by visiting one of our offices or mailing the Checks to our Member Services Department in accordance with our current policy or procedures.

9(s) Business RDC: For business members, you will execute a separate RDC agreement. Such agreement will be in addition to this Agreement.

## 10. Card Services

You may activate, block or freeze one or more debit or credit cards using Online Banking. Blocking a card will cause any transactions to reject. If you freeze or block the card, any automatic debits you have established at other entities will not be processed, and may result in fees from those other entities. You agree to hold use harmless from liability resulting from this service.

## **SECTION III. OTHER TERMS**

### **1. Devices**

For some of the Online Services, you must purchase separately a compatible web-enabled mobile device with a compatible operating system. The list of approved compatible devices is subject to change with or without notice. It is imperative that you install the latest version of your devices' operating system, and the latest version of the Mobile Banking application.

You are responsible for the purchase, installation, maintenance and operation of your computer, mobile device and any software. We will not be responsible for any errors or failures involving any cellular service, Wi-Fi service, Internet service, software installation or malfunctions of your computer or mobile device and related equipment. You agree and understand that the Online Services may not be accessible or may have limited utility over some mobile networks, such as while roaming or while in “dead zones.”

## **2. License**

You agree that Avadian or its processor retains all ownership and proprietary rights in the Online Services, associated content, technology, and website(s). Your use of the Online Services is subject to and conditioned upon your complete compliance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license to download, install and use the Mobile Banking application on your wireless device within the United States and its territories. In the event that you obtain a new or different wireless device, you will be required to download and install the Mobile Banking application to that new or different wireless device. This license shall be deemed revoked immediately upon (i) the termination of this Agreement in accordance with its provisions; (ii) your deletion of the Mobile Banking application from your wireless device; or (iii) our termination at any time which we may give with or without cause or notice. If this license is revoked for any reason, you agree to promptly delete the Mobile Banking application from your wireless device(s).

## **3. Upgrades**

We may change or upgrade Online Banking, Mobile Banking or the Online Services from time to time. In the event of such changes or upgrades, you are responsible for immediately upgrading your software, hardware, mobile device, or Mobile Banking application and making sure that you understand how to use the services as changed or upgraded. We will not be liable to you for any losses caused by your failure to immediately upgrade or use the Online Services, software, hardware or your wireless device.

## **4. Third-Party Costs**

You understand that other agreements you may have with other service providers may charge fees, implement limitations, and apply restrictions which might impact your use of the Online Services (for example, your mobile service carrier or internet provider may impose data usage charges for your use of the Online Services, including internet access, receiving or sending e-mails or text messages/alerts, or use of your wireless device when using Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with the Online Services, you will contact us directly.

## **5. Delays**

You agree that we shall not be liable for any delay in the performance or nonperformance of the Online Services (including bill payments, deposits, and transfers) resulting from any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any Act of God, war, epidemic, strike, lockout, riot, weather conditions, equipment failure or malfunction, material shortage, electrical power disruption or shortage, communication failure or any other condition or circumstance not within our reasonable control. In addition, we are not liable for slow communication speeds resulting from your or our communications provider.

## **6. Termination of Online Services**

You may terminate this Agreement by written notice to PO Box 360287, Birmingham, AL 35236 or by calling (888) 282-3426. We are not responsible for any transactions made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf. In addition, we reserve the right to suspend, revoke, refuse access to, or terminate the Online Services at any time, and for any reason (including your nonuse of the Online Services), with or without notice.

## **7. Ownership of Accounts**

You represent that you are the legal owner of the Accounts and other financial information which may be accessed through the Online Services. If any of your Accounts accessed through the Online Services are joint accounts, all joint

owners, including any authorized users, Primary Administrators, and Secondary Users, shall be bound by this Agreement and, alone and together, shall be responsible for all transactions or other actions taken. Each joint owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, to make any transaction permitted by the Online Services. Each joint account owner is authorized to act for the other account owners, and Avadian may accept orders and instructions regarding any transaction on any Account from any joint account owner.

## **8. Questions**

For general questions about the Online Services, call us at (888) 282-3426.

If you believe your Security Code has been lost or stolen or that someone has transferred or may transfer money from your Accounts without your permission, call:

(205) 985-2828

(888) 282-3426

or write to:

Avadian Credit Union  
PO Box 360287  
Birmingham, AL 35236-0287  
Fax: (205) 985-2824

## **9. Online Service Fees**

There may be fees associated with your access to certain Online Services. Please check our fee schedule or contact Member Services. You may incur charges to receive internet, cellular or other data service on your computer or mobile device. You may also incur charges from your telecommunications carrier when sending and receiving information in connection with your use of the Online Services. Please refer to Avadian Credit Union's fee schedule for other applicable credit union fees.

## **10. Order of Posting and Payments**

We may, at our discretion, deposit, transfer, pay a check, draft, or item, and execute other transactions on your Account in any order we choose. The order in which we process transactions may affect the total amount of overdraft fees that may be charged to your Account. Please contact us in writing if you have questions about how we pay checks or drafts and process transfers, deposits and withdrawals.

## **SECTION IV: SECURITY AND PRIVACY**

### **1. Security Codes**

You will be provided an identification code for your use of the Online Services, or you may be required to select or create one or more alphanumeric codes, images, phrases, questions with a matching answer, or you may be required to use a fingerprint sensor (available on certain mobile devices), or other types of security techniques, all of which are referred to together and separately as your "Security Codes". We require you to use the Security Codes to gain access to the Online Services, and you will not be allowed to access the Online Services without your Security Codes. From time to time, we may require you to select or create different Security Codes and may change the types of security techniques used to access the Online Services. You agree that use of your Security Codes and any other required security techniques will authenticate your identity and verify the instructions you provide to us. You also agree that we may send notices and other communications about our security techniques and your Security Codes, including designations and confirmations of specific Security Codes, to your current address and/or e-mail address shown on our records.

You agree to keep your Security Codes secure and strictly confidential. If you permit or direct other persons to use these Online Services, you are responsible for any transactions they authorize or conduct on any of your Accounts.

Some mobile devices have the ability to store multiple fingerprints, allowing family, friends or other users access to your device. Because the Mobile App uses your device's stored fingerprint data to grant access to your Account(s), either do not use the Mobile App if you are sharing your mobile device with a person who is not authorized to access your Account(s) or do not register multiple fingerprints on your mobile device. It could result in an unauthorized

person having access to your Account(s). You agree to hold us harmless from any unauthorized transactions or changes to your Account(s) resulting from the sharing of your mobile device.

For your protection, you should memorize your Security Codes and not keep any notation of your Security Codes on or with your computer or mobile device. Where possible, you should change your Security Codes regularly. In selecting your Security Codes, you should select items that are different from any other security code that you may have for other accounts. Tell us AT ONCE if you believe your Security Codes have been lost or stolen. We may suspend or cancel your Security Codes even without receiving such notice from you if we suspect your Security Codes are being used in an unauthorized or fraudulent manner. You also agree to review promptly each periodic statement you receive from us for an Account in order to detect any unauthorized transactions. You agree that you are responsible for maintaining the confidentiality and security of all Security Codes, and for implementing the necessary internal controls, balancing and reconciliation functions, and audit procedures to protect your Accounts from theft or misuse

You agree that the use of the Security Codes and other security techniques that we have established for the Online Services constitutes a commercially reasonable security procedure for you. To the full extent allowed by law, you agree to be bound by all requests, communications, or other instructions to us that are initiated under the Online Services and in compliance with this security procedure, regardless of whether or not you or any authorized user actually authorized the instruction. If any instruction initiated under the Online Services and accepted by us in compliance with this security procedure contains any error, to the full extent allowed by law, you shall be liable for, and shall indemnify us against any claims, losses and expenses we may incur that arise from or relate to the erroneous instructions. Our records demonstrating compliance with this security procedure will be deemed conclusive proof that the payment order received by us was authorized and that you are bound by those instructions.

You agree that we may send notices and other communications, including Security Code confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your home or place of business.

## **2. Privacy and Permitted Disclosures**

We will disclose information to third parties about your Account: (a) where it is necessary for completing transactions, (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau; (c) in order to comply with government agency or court orders; (d) when investigating irregular activity on the Account; (e) if you give us your written permission, or (f) otherwise in accordance with our privacy notice or as described in this Agreement. You may obtain a copy of our privacy notice at any time by visiting any of our branches or by visiting our website.

## **3. Geo-Location Information**

The Mobile Banking application must periodically receive your GPS location in order to provide the Online Services to you. You authorize us to locate your GPS hardware and to record and compile your location. We may also collect and store certain information about you. This information will be used to provide certain security safeguards, and to help you locate one of our locations. We may use third party providers to help operate your wireless device and such providers may use the information to help us provide the Online Services to you.

## **SECTION V: RULES OF INTERPRETATION**

### **1. Singular, Plural**

As appropriate, the singular number shall include the plural and the plural shall include the singular.

### **2. Amendment of Agreement**

We have the right to change this Agreement at any time by notice posted on our online site, the bill payment site, the Mobile Banking application, electronic mail, by mail sent to you at the last address shown for the Account on our records, by posting notice in our branches, or as otherwise permitted or required by law. Your continued use of the Online Services bind you to the terms and conditions set forth in such amendment.



### **3. Waivers**

No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy. No waiver shall be valid unless in writing and signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Where this Agreement or applicable law permits us to take action, or not to take action, in our discretion on any matter, any action, or inaction, on our part with respect to such matter shall not obligate us to repeat such action, or inaction, with respect to similar matters that may subsequently arise.

### **4. Severability**

If a court of competent jurisdiction, or arbitrator as applicable, finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

### **5. Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Alabama.

### **6. Your Electronic Signature**

By using any electronic sounds, symbols, or processes (such as clicking "I Agree" or "Accept") that we provide to you in order to establish your acceptance of this Agreement and/or other terms and conditions related to the Agreement, you acknowledge and agree that you are using an electronic signature to signify your intent to be bound, and you agree to do business with us and exchange information electronically, as provided in this Agreement and as we may direct. Each time you use any Online Service, or allow any other person to use any Online Service in relation to any of your accounts or financial products or services, you are confirming your acceptance of the terms of this Agreement (including, but not limited to, the terms of that particular Service) that are in effect at that time.

### **7. Arbitration and Waiver of Jury Trial**

**YOUR MEMBERSHIP AND ACCOUNT AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH PROVISIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. EITHER PARTY MAY ELECT TO RESOLVE BY BINDING ARBITRATION ANY CONTROVERSY, CLAIM, COUNTERCLAIM, DISPUTE OR DISAGREEMENT BETWEEN YOU AND US ARISING OUT OF OR RELATED TO THE SERVICES DESCRIBED IN THIS AGREEMENT, WHETHER ASSERTED OR BROUGHT IN A DIRECT, DERIVATIVE, ASSIGNEE, SURVIVOR, SUCCESSOR, BENEFICIARY OR PERSONAL CAPACITY AND WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT (ANY "CLAIM"). WHEN ARBITRATION IS INVOKED FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND AVADIAN CREDIT UNION WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION. PLEASE REFER TO THE ARBITRATION AND WAIVER OF JURY TRIAL PROVISION IN YOUR MEMBERSHIP AND ACCOUNT AGREEMENT FOR GREATER DETAIL.**

## **SECTION VI: WARRANTIES, LIMITATIONS OF LIABILITY**

### **1. Your Liability**

To the fullest extent allowed by law (a) you will be responsible for any bill payment, remote deposit or transfer request you make that contains an error or is a duplicate of another bill payment, remote deposit or transfer, except as otherwise stated in this Agreement; (b) we are not responsible for a bill payment, remote deposit or transfer that is not made if you did not properly follow the instructions for making a bill payment, remote deposit or transfer; (c) unless otherwise stated herein, we are not liable for any failure to make a bill payment or transfer if you fail to promptly notify us after you learn that you have not received credit from a Payee for a bill payment or transferee for a transfer; (d) we are not responsible for your acts or omissions or those of any other person, including, without

limitation, any transmission or communications vendor, and no such party shall be deemed to be our agent; and (e) we are not responsible for any other action or inaction as set forth elsewhere in this Agreement.

## **2. Exclusion of Warranties; Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICES IS AT YOUR SOLE RISK. THE ONLINE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE ONLINE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

WE MAKE NO REPRESENTATION OR WARRANTY THAT THE ONLINE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE ONLINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, OR RELIABILITY, OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE ONLINE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF THE ONLINE SERVICE WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

UNLESS OTHERWISE STATED IN THIS AGREEMENT OR BY LAW, YOU AGREE THAT NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS, LICENSORS OR THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES OR CLAIMS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING OR ARISING IN ANY WAY IN WHOLE OR IN PART FROM (a) THE USE OF OR THE INABILITY TO USE THE ONLINE SERVICES, (b) THE UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, (c) STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING THE ONLINE SERVICES, (d) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, (e) ANY OTHER MATTER RELATING TO THE ONLINE SERVICES OR YOUR USE THEREOF.

TO FULLEST EXTENT ALLOWED BY LAW, YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF THE ONLINE SERVICES, OR THE USE OF THE ONLINE SERVICES BY ANY OF YOUR CO-DEPOSITORS, SECONDARY USERS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE ONLINE SERVICES, YOUR BREACH OF THIS AGREEMENT, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.