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SCCU.COM ONLINE BANKING SERVICES AGREEMENT AND DISCLOSURES

This SCCU.com Online Banking Services Agreement and Disclosure ("Agreement") is the contract that covers your and our rights and responsibilities concerning the SCCU.com Online Banking Services offered to you by Space Coast Credit Union ("SCCU," "the Credit Union"). The SCCU.com Online Banking Services permit you to electronically initiate account transactions involving your accounts and communicate with the Credit Union. By selecting the "I Agree" button at the end of this Agreement or using the SCCU.com Online Banking Services, you agree to the terms and conditions of this Agreement and any amendments thereto.

This Agreement governs the Terms and Conditions relating to the following (collectively, the "SCCU.com Online Banking Services" or "Services"):

- Online Banking Service.
- Mobile Banking Service and Mobile Deposit Capture Service.
- Bill Payer Service and Expedited Payment Service.
- Account to Account Transfer Service.
- Popmoney Person-to-Person Payments Service.

I. GENERAL TERMS

The terms contained in this Article I shall apply to all SCCU.com Online Banking Services.

A. Definitions

"Account" means any one or more accounts you have with the Credit Union.

"ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

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

"Biller" is the person or entity to which you wish a bill payment to be directed under the Bill



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Payer Service or is the person or entity from which you receive electronic bills, as the case may be.

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

"Credit Union" or "SCCU" refers to Space Coast Credit Union, including its agents and service providers.

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

"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.

"Member Agreement" means collectively the Space Coast Credit Union Membership/Account Application and Agreement and any other account information provided to you by SCCU from time to time.

"P2P (Person-to-Person) Payments," "P2P," "P2P Payments" or "P2P Service" means the service powered by Popmoney allows you to send funds to an outside e-mail or cell phone number.

"P2P Transfer" means an electronic movement of funds from your account to another party by means of the P2P (Person-to-Person) Payments Service offered within online banking.

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

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

"Remote Device" means a remote device such as a mobile phone or tablet which includes a camera or other functionality or feature capable of capturing and transmitting images.

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

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your designated 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



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Day.

"Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the services to you on our behalf.

"Site" means SCCU.com.

"Substitute Check" means a paper check created from an electronic image in accordance with the requirements of Federal Reserve Regulation CC.

"Transaction Account" is the Account from which your funds will be debited, your fees will be automatically debited, or to which funds will be returned, as related to the Account to Account Transfer Service or the P2P Service.

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

"You" and "your" refer to the member who has agreed below to the terms and conditions of this Agreement, any joint owners of accounts accessed under this Agreement, or any authorized users of the services described below.

"We," "us," and "our" mean Space Coast Credit Union.

B. Your Representations and Warranties

By requesting any SCCU.com Online Banking Service, you represent and warrant as follows:

Your use of SCCU.com Online Banking Service will comply with all applicable laws and regulations as well as the terms contained in this Agreement and your Member Agreement.

You have access to and are the authorized user of computer equipment, software and/or a wireless device and that you can use to access these Services and download, access, read, review, print, and store the electronic records we provide to you.

You have agreed to accept electronic statements and disclosures from us in lieu of paper statements and disclosures, as stated in your Membership Agreement.

You are the legal owner of the Accounts and other financial information which may be accessed via SCCU.com Online Banking Services.



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You are a person authorized to enforce payments made or received using the Services.

All information you provide us in connection with these Services is accurate, current and complete, and that you have the right to provide such information to us for the purposes of using SCCU.com Online Banking Services.

You are not engaged in any business that would result in your being or becoming a “money services business” as defined in the Federal Bank Secrecy Act and its implementing regulations.

You are a resident of the United States who can form a legally binding contact under applicable law.

C. Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the SCCU.com Online Banking Services, regardless of the purpose of the use. In addition, you are prohibited from using the Services 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 Services or the portion of the Site through which the Services are offered without our prior written permission; (g) constitute use of any device, software or routine to bypass technology protecting the Site or Services, or interfere or attempt to interfere, with the Site or the Services; 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. 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 Services or this Agreement.

D. Service Providers

We may engage one or more Service Providers to provide some or all of the Services to you on our behalf. You agree that we have the right under this Agreement to delegate to Service



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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 this Agreement provides to us.

E. Accessibility

SCCU.com Online Banking Services can be utilized by you twenty-four (24) hours a day, seven (7) days a week, except when the Services are unavailable due to needed maintenance or system outages. The Credit Union is not responsible for the unavailability of SCCU.com Online Banking Services or any damages that may result from its unavailability.

F. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICES 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 SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES 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 EMPLOYEES OR CONTRACTORS OF ANY 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 SERVICES OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICES ARE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY YOU TO SCCU FOR SUCH SERVICES.



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IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICES ARE OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED WITHIN ONE (1) YEAR OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

In no case will the Credit Union be liable:

If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, your account is frozen, or the transaction amount would exceed your credit limit on your line of credit, if applicable.

If you used the wrong username or password or you have not properly followed any applicable computer, Internet Access, or Credit Union user instructions for making transfer and bill payment transactions.

If your computer fails or malfunctions or the SCCU.com Online Banking Services were not properly working and such problem should have been apparent when you attempted such transaction.

If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
If the funds in your account are subject to an administrative hold, legal process, legal order or other claim.

If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.

If the error was caused by a system beyond the Credit Union's control, such as your Internet Service Provider.

If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.

If the Credit Union makes a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.

If you fail to properly use the SCCU.com Online Banking Services, as described in this Agreement.



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If any electronic terminal, telecommunication device, or any part of the SCCU.com Online Banking Services is not working properly and you knew about the problem when you started your online banking transaction.

If you, or anyone authorized by you, commits any fraud or violates any law or regulation.

If there are other exceptions as established by the Credit Union from time to time.

G. Security of Login Information

The username and password you have chosen is for your security purposes. Your username and password are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your username and password. You agree not to disclose or otherwise make your username or password available to anyone not authorized to sign on to your accounts. If you authorize anyone to use your username or password that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your username or password and the Credit Union suffers a loss, we may terminate your SCCU.com Online Banking Services and other account services immediately.

H. Your Liability for Unauthorized Access*

You are responsible for all online transactions you authorize under this Agreement, including but not limited to transfers and bill payments. If you permit other persons to use the SCCU.com Online Banking Service on your behalf or your username or password, you are responsible for any transactions they authorize or conduct on any of your accounts.

However, tell us AT ONCE if you believe anyone has used your username and password or accessed your accounts through SCCU.com Online Banking Services without your authorization. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose not more than fifty dollars (\$50.00) if someone accesses your accounts without your permission. If you do NOT tell us within two (2) business days after you learn of the unauthorized use of your account or your username or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00). In any event your liability for unauthorized line of credit transactions through SCCU.com Online Banking is fifty dollars (\$50.00).



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Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you or sent to you electronically, you may not get back any money lost after the sixty days (60) if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason kept you from telling us, we will extend the time periods.

If you believe that someone has used your username or password or has transferred or may transfer money from your account without your permission, call the Credit Union's Member Service Center during business hours at: 321-752-2222 or 800-447-7228 or write the Credit Union at: Space Coast Credit Union, ATTN: Member Service Center, P.O. Box 419001, Melbourne, FL 32941-9001.

I. Billing Errors*

In case of errors or questions about your SCCU.com Online Banking Services transactions, telephone us at 321-752-2222 or 800-447-7228 or write to us at Space Coast Credit Union, ATTN: Member Service Center, P.O. Box 419001, Melbourne, FL 32941-9001 as soon as you can if you think your statement or receipt is wrong or if you need more information about an electronic transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.

- Describe the transaction 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) calendar days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (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 funds 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 ten (10) business days, we may not credit your account.

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



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copies of the documents that we used in our investigation.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, we may take up to twenty (20) business days to credit your account for the amount you think is in error instead of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country or occurred within thirty (30) days after the first deposit to the account was made, we may take up to ninety (90) days to investigate your complaint or question instead of forty-five (45) calendar days.

J. Fees and Charges

There are certain charges for SCCU.com Online Banking Services as set forth on the Credit Union's Fee Schedule. From time to time, the charges may be changed at the Credit Union's sole discretion. We will notify you of any changes required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement. You are responsible for any and all cellular, texting, telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

K. Taxes

It is your responsibility to determine what, if any, taxes apply to online transactions or 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 online banking transactions or transfers, or for collecting, reporting or remitting any taxes arising therefrom.

L. Consent to Contact

YOU AGREE WE MAY CONTACT YOU BY TELEPHONE AT ANY TELEPHONE NUMBER ASSOCIATED WITH YOUR ACCOUNT, INCLUDING WIRELESS TELEPHONE NUMBERS (i.e., CELL PHONE NUMBERS) WHICH COULD RESULT IN CHARGES TO YOU, IN ORDER TO SERVICE YOUR ACCOUNT, PREVENT FRAUD OR COLLECT ANY AMOUNTS OWED TO US, EXCLUDING FOR TELEMARKETING PURPOSES. YOU FURTHER AGREE METHODS OF CONTACT MAY INCLUDE USE OF PRE-RECORDED OR ARTIFICIAL VOICE MESSAGES, THE USE OF AN AUTOMATIC DIALING DEVICE AND/OR TEXT OR SMS MESSAGES. YOU MAY WITHDRAW THE CONSENT SET



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FORTH HEREIN ONLY BY WRITTEN NOTICE TO US AT SPACE COAST CREDIT UNION, P.O. BOX 419001, MELBOURNE, FL 32941-9001. YOU REPRESENT AND AGREE YOU ARE AND WILL BE THE WIRELESS TELEPHONE (CELL PHONE) SUBSCRIBER WITH RESPECT TO EACH WIRELESS TELEPHONE NUMBER (CELL PHONE NUMBER) PROVIDED BY YOU TO US.

M. Mobile Phone Use and Text Messaging

Your phone service provider is not the provider of the Services. Users of the Services may receive text messages relating to their payment and other notices, as stated herein. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with accessing SCCU.com Online Banking Services with a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

N. Electronic Communication

The SCCU.com Online Banking Services are electronic Internet-based services. By using these Services, you agree to receive all disclosures, records, and statements related to the SCCU.com Online Banking Services electronically, as stated in your Member Agreement.

O. Periodic Statements

All transactions initiated through SCCU.com Online Banking Services will be recorded on your periodic statement. You will receive an electronic statement through online banking, monthly unless there is no transaction in a particular month. In any case, you will receive an electronic statement at least quarterly.

P. 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 e-mail addresses. Changes can be made either within the application or by contacting the Credit Union. The Credit Union is not responsible for any payment processing errors or fees incurred if you do



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not provide accurate Account or contact information.

Q. Information Authorization

Your enrollment in the SCCU.com Online Banking Services may not be fulfilled if we cannot verify your identity or other necessary information, including but not limited to your name, mailing address, e-mail address, and telephone number. You authorize us, directly or through third parties, to make any inquiries considered necessary to validate your identity. We reserve the right to deny you access to the Services if we cannot verify your identity or other necessary information. Through your enrollment in the Services, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau in accordance with the Fair Credit Reporting Act (“FCRA”) and other applicable law. In addition, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Accounts or accounts owned by you at other financial institutions. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Services, to authenticate you when you log in, to send you information about the Services, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Services and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services.

R. Disclosure of Personal Information

In addition to the circumstances stated in the “Information Authorization” paragraph above, we will disclose information to third parties about your account or the transfers you make:



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- As necessary to complete transfers, bill payments, or other requested online transactions;
- As necessary for activating additional services;
- To verify the existence of sufficient funds to cover specific transactions or to verify the existence or condition of your Accounts upon the request of a payee or a third party, such as a credit bureau or merchant;
- To a consumer reporting agencies;
- To comply with government agency or court orders.
- If you give us your written permission.

S. Intellectual Property

This Agreement does not transfer to you any ownership or proprietary rights in the SCCU.com Online Banking Services or any associated software or any part thereof. You are permitted to use the Services only as expressly authorized by this Agreement. We or our agents retain all rights to the SCCU.com Online Banking Services and all patent, copyright, trademark, and trade-dress (the “look and feel” of the Services) rights, trade secrets, and any other intellectual property rights and all right, title and interest in and to the SCCU.com Online Banking Services and any associated software.

T. Modification of Services

The Credit Union may change the terms and conditions of this Agreement or the Services described herein at any time in Credit Union's sole discretion and without notice to you, except as required by applicable law. The revised version of the Agreement will be effective at the time it is posted online unless a delayed effective date is expressly stated in the revision. In the event of any modifications to the SCCU.com Online Banking Services, you are responsible for making sure you that you understand how to use the Services as modified. The Credit Union may also, from time to time, introduce new online services. Your use of any modified, enhanced, or new SCCU.com Online Banking Service is deemed to be your acceptance of the modification and agreement to be bound by the rules governing the use of the Service and to pay any additional fees associated therewith. Notice will be provided to you of such changes as required by applicable law and regulations without restatement of the terms herein. Use of the SCCU.com



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Online Banking Services is subject to existing regulations governing your accounts and any future changes to those regulations.

U. Termination

You agree that we may terminate this Agreement or your use of any Services described herein immediately and without notice if you or any authorized user of your account breach this or any other agreement with us or if we have reason to believe that there has been an unauthorized use of your account or username or password. You also agree that we may terminate or suspend your access of any Services at any time, for any reason and without notice to you, including, but not limited to, your non-use of the Services. You agree that we will not be liable to you or any third party for any suspension or cancellation of any SCCU.com Online Banking Service.

You or any other party to your account can terminate this Agreement or your use of any Services described herein by notifying us in writing. Termination of any Service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

V. Disclaimer of Representations and Warranties

YOU UNDERSTAND AND AGREE THAT EACH OF THE SCCU.COM ONLINE BANKING SERVICES IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. YOU AGREE YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND DISCRETION. YOU UNDERSTAND AND EXPRESSLY AGREE FURTHER THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY OF THE SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE AND OUR SERVICE PROVIDERS ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY AMENDMENT THERETO, WE AND OUR SERVICE PROVIDERS DISCLAIM ALL REPRESENTATIONS



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AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND WE AND OUR SERVICE PROVIDERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES, THE ACCURACY OR QUALITY OF ANY INFORMATION RETRIEVED BY US FROM ANY OF YOUR ACCOUNTS AT OTHER FINANCIAL INSTITUTIONS OR THAT THE SERVICES OR MATERIALS PURCHASED OR OBTAINED BY YOUR FROM US WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, OR THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED.

WE AND OUR SERVICE PROVIDERS MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICES IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR THIRD PARTY SERVICE PROVIDERS WILL CREATE ANY WARRANTY NOT STATED IN THIS AGREEMENT.

W. Indemnification

In addition to the indemnifications and limitations on liability contained in your Member Agreement, you hereby indemnify, defend, and hold harmless Credit Union and each of its directors, officers, employees, agents, successors, and assigns ("Indemnitees") from and against all liability, loss, and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of (a) your use of the SCCU.com Online Banking Services, (b) any failure by you to comply with the terms of this Agreement or breach by you of any representation or warranty contained herein, (c) any failure by you to comply with applicable laws and regulations, (d) any acts or omissions of you or any third party, (e) any image you submit in relation to the Services, (f) our reliance on the information, instruction, license and/or authorization provided by you under this Agreement, (g) your infringement, or infringement by any user of your Credit Union account(s), of any intellectual property or right of any person or entity. This paragraph shall



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survive the termination of this Agreement for any reason.

X. 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 SCCU.com Online Banking Services. We do not have control of, or liability for, any products or services that are paid for with our Services. We do not guarantee the identity of any user of the Services (including but not limited to Accounts to which you send payments).

Y. Enforcement, Attorney's Fees

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your Account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

Z. Governing Law, Venue

This Agreement shall be governed by and construed in accordance with all applicable federal laws, the laws of the State of Florida, and the Bylaws of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us. Any disputes regarding this Agreement shall be within the jurisdiction of and be filed and heard in Brevard County, Florida, except as prohibited by applicable law.

AA. 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



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beneficiary arising under or relating to this Agreement.

BB. Notice

Except as otherwise stated in this Agreement, notice to us concerning the SCCU.org Online Banking Services must be sent by postal mail to: Space Coast Credit Union, P.O. Box 419001, Melbourne, FL 32941-9001. We may also be reached by telephone at (321) 752-2222 or (800) 447-7228. Such telephone calls will not constitute legal notice under this Agreement.

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within any of the affected Services, e-mailing it to an e-mail address that you have provided us, or by mailing it to any postal address that you have provided us. 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.

CC. Waiver

To be effective, any waiver or modification of any term or condition stated in this Agreement must be in writing and signed by an authorized officer of the Credit Union and shall not be considered as a waiver of any future or other obligation or right. 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.

DD. Severability, Survival of Terms

In the event that any paragraph of this Agreement or portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of the Agreement shall not be invalid or unenforceable and will continue in full force and effect. All terms of this Agreement which by their nature should survive, will survive the termination of this Agreement.

EE. 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



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any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

FF. 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.

GG. Entire Agreement

This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement, or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid. You agree that this Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between us. 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 the Agreement will prevail.

II. ADDITIONAL GENERAL TERMS FOR CERTAIN SERVICES

1. Introduction. These Additional General Terms for Certain Services (“Additional General Terms”) apply only to the Popmoney Payments Service and the Bill Payment Service (each a “Service”) and the portion of the Site through which any of these specified Services. Although these Additional General Terms use the term “Service” to describe the Services subject to these Additional General Terms, the Additional General Terms do not apply to any other Services under the Agreement. As used in these Additional General Terms, the term “Service” only includes the Popmoney Payments Service and the Bill Payment Service. Except to the extent the Additional General Terms conflict with the Additional General Terms under the Agreement, the Additional General Terms also apply to the Popmoney Payments Service and the Bill Payment 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. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement



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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 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 capitalized terms are defined in a "Definitions" Section at the end of the Additional General Terms of this Agreement. Other defined terms are also present at the end of each set of Terms that follows after the Additional General Terms, as applicable.

3. 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, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. 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 BB of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

4. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

5. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

6. 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.



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7. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

8. 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 unless the minor is using an Eligible Transaction 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.

9. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and

A. Payments that violate any law, statute, ordinance or regulation; and

B. Payments that violate the Acceptable Use terms in Section 10 of the Additional General Terms below; and

C. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

D. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

E. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs,



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other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
Tax payments and court ordered payments.

F. In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section BB of the General Terms above of any violations of the Additional General Terms or the Agreement generally.

10. Acceptable Use. 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, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) 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; (h) 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; (i) 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 (j) 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 BB of the General Terms above of any violations of the Additional General Terms or the Agreement generally.



11. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.

12. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions 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 transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

13. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

A. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;

B. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you.

C. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed



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by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit; Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

14. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

15. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section BB of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

16. Intellectual Property. All other marks and logos related to the Service are either trademarks



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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 and our licensors, shall also be deemed our and our licensors' 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 and our licensors 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.

17. 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.

18. 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



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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. 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 BB of the General Terms above. See also Section H of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

19. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized 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 or no reason and at any time. The remedies contained in this Section 26 of the Additional General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

20. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's 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 applicable Service.

21. Release. 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 any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that 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 not known by him must have materially affected his settlement with the debtor.

22. No Waiver. We shall not be deemed to have waived any 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.



23. 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.

24. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE 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 INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY 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 EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE 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 EMPLOYEES OR CONTRACTORS OF ANY 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



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FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS 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. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO 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.

25. Definitions.

- A. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- B. "Affiliates" are companies related by common ownership or control.
- C. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- D. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- E. "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.
- F. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- G. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.



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III. ONLINE BANKING SERVICE

A. Description and Use of Service

If we approve you for our Online Banking Service (“Online Banking”), you may use your personal computer to access your accounts. You will select a username and password to access your accounts online. You will need a personal computer, modem and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of any necessary software and your personal computer. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or your personal computer.

B. Types of Transactions

At the present time, you may use Online Banking to:

- Transfer funds between your checking, savings and loan accounts.
- Transfer funds to accounts of other members you authorize for any of your accounts.
- Transfer funds to and from your Accounts to your external accounts held with other U.S. financial institutions via the Account to Account Transfer Service.
- Transfer funds to another person using their e-mail, wireless phone number, or account and routing information via the P2P (Person-to-Person) Payments Service.
- Review account balance, transaction history and tax information for any of your checking, savings or loan accounts.
- Make bill payments to a business or person (“payee”) using the Bill Payer Service, review bill payment history and make scheduled bill payment changes.
- View and print your account statements and notices electronically.
- Conduct other transactions permitted by the Credit Union.
- Communicate with the Credit Union using the electronic mail (“E-mail”) feature.
- Transactions involving your Deposit Accounts, including checking account stop payment requests, will be subject to the terms of your Member Agreement and transactions involving a



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line of credit account will be subject to your loan agreement and disclosures, as applicable.

C. Service Limitations

The following limitations on Online Banking transactions may apply in using the services listed above:

Transfers. You may make funds transfers to other accounts of yours as often as you like. However, transfers and bill payments from a savings or a money market account are subject to an aggregate limit of six (6) transfers per month on all preauthorized, automatic, electronic, and telephone transfers from such an account. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

E-mail. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at 321-752-2222 or 800-447-7228.

IV. MOBILE BANKING SERVICE

A. Description and Use of Services

The Mobile Banking Service ("Mobile Banking") is a personal financial information management service that allows you to access your account information, make payments to payees and make such other banking transactions as may be allowed from time to time. To utilize certain features of Mobile Banking, you must install the Mobile Banking Software on your compatible and supported mobile phone and/or other wireless device (each, a "Wireless Device"). Once you have enrolled for Mobile Banking through Online Banking and installed the Mobile Banking Software, designated accounts linked to your username and password will be



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accessible through your Wireless Device, together with certain payees. You agree to accept responsibility for making sure you know how to properly use your Wireless Device and the Mobile Banking Software. We reserve the right to modify the scope of Mobile Banking at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking.

You agree and understand that Mobile Banking may not be accessible or may have limited utility over some wireless networks. The availability, timeliness and proper functioning of Mobile Banking depends on many factors, including your Wireless Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Wireless Device. Neither we nor any of our Service Providers warrants that Mobile Banking or the Mobile Banking Software will meet your requirements, operate without interruption or be error-free, and neither we nor our Service Providers shall be liable for any loss or damage caused by any unavailability or improper functioning of Mobile Banking, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data, or loss of personalized settings. Neither we nor any of our Service Providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access Mobile Banking.

B. Relationship to Other Agreements

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e., AT&T, Verizon, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking, which may include downloading the Mobile Banking Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Mobile Banking Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services and that your mobile service provider is not the provider of Mobile Banking.

Accordingly, you agree to resolve any problems with your provider directly without involving us.

C. Text Messaging

You agree to receive notices and alerts related to Mobile Banking via text or SMS messaging to your mobile phone. You acknowledge that you may incur fees from your mobile service provider for these messages and agree to pay any additional fees imposed by your mobile service provider



for text or SMS messages related to Mobile Banking.

D. Mobile Deposit Capture Service

The Mobile Deposit Capture Service ("Mobile Deposit") is offered as part of the Mobile Banking Service and is designed to allow you to make eligible check deposits to your checking, savings, or money market accounts using an approved device to transmit images of your checks and associated deposit information to SCCU. Once accepted, your eligible checks will be either processed electronically or converted to substitute checks based on the information you provide. There is currently no charge for Mobile Deposit.

The following terms apply specifically to Mobile Deposit:

i. Hardware and Software

In order to use Mobile Deposit, you must obtain and maintain, at your own expense, a Remote Device that is compatible with the Mobile Deposit Software. SCCU assumes no responsibility for defects, failures or incompatibility of any hardware or software used in connection with Mobile Deposit, including any third party software you may need to use Mobile Deposit. Any third party software is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation.

ii. Eligible items

You agree to scan and deposit only checks, as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that the image of the check transmitted to the Credit Union shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- Checks payable to others (even if endorsed over to you);
- Demand drafts or remotely created checks (i.e. checks lacking the original signature of the person authorizing the check);
- Substitute checks (i.e. paper checks created from an electronic image);
- Checks or items containing obvious alteration to any of the fields on the front of the check or authorized by the owner of the account on which the check or item is drawn or are irregular in any way (e.g. where the numerical and written amounts are different);
- Checks that have been previously returned unpaid for any reason;



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- Checks that are postdated or more than six (6) months old;
 - Checks drawn on a foreign financial institution or payable in a foreign currency;
 - Checks drawn on another account owned by you;
 - Checks you suspect may be fraudulent or not properly authorized;
 - Checks that exceed the maximum daily limit established by the Credit Union;
 - Checks which are otherwise not acceptable under the terms of your Member Agreement.
- The Credit Union's processing of any of the checks described above shall not obligate it to continue that practice and it may stop doing so without cause or prior notice. We reserve the right to reject or refuse any item transmitted through Mobile Deposit, at our discretion, with or without cause, without liability to you.

iii. Deposit and Processing Times

Images of checks eligible for deposit via Mobile Deposit received by us before 6:00 pm Eastern Time on a Business Day will be processed on that Business Day. Images of checks eligible for deposit via Mobile Deposit received by us after 6:00 pm Eastern Time on a Business Day or on a non-Business Day will be processed on the next Business Day.

iv. Availability of Funds

Funds from deposits via Mobile Deposit are generally available to you on the same Business Day your deposit is received. In some cases, the Credit Union may not make funds from these deposits available in accordance with this general policy. Should this occur, a notice will be sent to you by the next Business Day as to when your funds will be made available to you.

The Credit Union's funds availability exception policies, as fully set forth in your Member Agreement, also apply to deposits made via Mobile Deposit. Please refer to your Member Agreement for an explanation of those exception policies. In the event the Credit Union receives a check image for deposit where it has reason to doubt the collectability of that deposit, the Credit Union may delay the availability of that deposit for a reasonable period of time until the item is either paid or returned. In such cases, the Credit Union will notify you of this action.

v. Confirmation of Receipt of Check Images



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You will receive an electronic confirmation of receipt of the image of your check upon the successful transmission of that image to the Credit Union. Our receipt of the image is not deemed to have occurred until after you receive electronic confirmation of such receipt. Your receipt of such confirmation does not mean that the transmission was error free or complete.

We are not responsible for items we do not receive or for images that are dropped during transmission.

vi. Deposit Limits

We may, at our sole discretion, impose limits on the number of deposit transactions you can make or the amount of money you can deposit through Mobile Deposit. You understand that you will not make deposits through Mobile Deposit in excess of these limits. The Credit Union may refuse to accept and process any deposits that exceed these limits. In addition, the Credit Union reserves the right to change these limits or impose additional limits in its sole discretion from time to time.

vii. Image Quality

The image of an item transmitted to the Credit Union using Mobile Deposit must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

viii. Check Endorsement Requirements

Prior to scanning any check through Mobile Deposit, you agree to restrictively endorse the original check "For Deposit Only, Space Coast Credit Union, account # _____" or as otherwise instructed by SCCU. You agree to follow all other instructions provided to you by the Credit Union for capturing and transmitting check images and associated deposit information via Mobile Deposit.

ix. Storage and Destruction of Original Checks

Upon your receipt of a confirmation from the Credit Union that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" or properly dispose of the item to ensure that it is not represented for payment more than once. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Credit Union as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Credit Union's audit purposes.



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x. Presentment

The manner in which the items are cleared, presented for payment, and collected shall be in SCCU's sole discretion subject to the Member Agreement and all other agreements and disclosures governing your account.

xi. User Warranties and Indemnification

You represent and warrant the following with respect to each image of a check that you transmit through Mobile Deposit:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- Items you submit have not been altered.
- Each item bears all required and authorized endorsements.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to SCCU is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations, including but not limited to Section 4-207 of the Uniform Commercial Code.
- You agree to indemnify and hold harmless SCCU from any loss for breach of this warranty provision.

xii. Returned Items and Right of Chargeback

If any image of a check you deposit is dishonored or otherwise returned unpaid by the institution upon which it is drawn, you understand that the Credit Union will return the check to you in the form of a substitute check. If you decide to redeposit the returned check, you may only redeposit the substitute check by taking that check to a SCCU branch. You may not deposit the original check. Your account will be charged back the amount of the check in addition to any applicable fees in accordance with the terms of your Member Agreement.



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V. BILL PAYMENT SERVICE ADDITIONAL TERMS

1. Description of Service. The term “Bill Payment Terms” means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the Additional General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

2. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service 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. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

3. 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 Section 2 of the Bill Payment Terms (Payment Scheduling).

4. 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 Site. 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 Eligible Transaction 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 Eligible Transaction Account for payments returned to the Service by the



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United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) 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:

- If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- 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;
- You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- 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 Eligible Transaction Account or causes funds from your Eligible Transaction 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 Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. 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.

6. 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 care for the Service in the manner set forth in Section I of the General Terms above. Although the



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Service will attempt 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.

7. Exception Payments Requests. Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

8. Bill Delivery and Presentment. The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.

Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service’s records and the Biller’s records to (a)



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activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.

Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact 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. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller’s services and/or bill information.

Activation. We will 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. 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. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we 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. We 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. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.



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Non-Delivery of electronic bill(s). You agree to hold us 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. We are not responsible for the accuracy of your electronic bill(s). We are 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 directly addressed and resolved with the Biller by you.

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

9. 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 in the following situations pursuant to our Privacy Policy (as further described in Section 6 (Your Privacy) of the Additional General Terms), in addition to the circumstances set forth in Section 14 of the Additional General Terms (Information Authorization):

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

10. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may also be charges for additional transactions and other optional services. 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. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 13 of the Additional General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.



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11. Biller Limitation. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you, as set forth in Section 9 of the Additional General Terms (Prohibited Payments) or an Exception Payment under this Agreement.

12. 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 is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

13. Information Authorization. In addition to Section 14 of the Additional General Terms (Information Authorization), 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).

14. Definitions.

"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.

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

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is as defined in Section 25 of the Additional General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"Payment Instruction" is as defined in Section 25 of the Additional General Terms, and is further defined as 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).



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

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

VI. ACCOUNT TO ACCOUNT TRANSFER SERVICE

A. Description of Service

The Account to Account Transfer Service ("Account to Account Transfer") 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 and your account(s) that are maintained by other financial institutions. You represent and warrant that you are the sole owner (and not a joint tenant) 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. Transfer Authorization and Processing

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. 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.

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 the conditions stated in Section I.E. above.

It is your responsibility to ensure the accuracy of any information that you enter into Account to Account Transfer, 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 for Account to Account Transfer purposes. 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.



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C. Transfer Methods and Amounts

We may, at our sole discretion, impose limits on the amount of money you can transfer through our Account to Account Transfer. 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.

D. Transfer Cancellation Requests and Refused Transfers

You may cancel a transfer at any time until it begins processing. 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.

E. Stop Payment Requests

If you as a Sender desires to stop any transfer that has already been processed, you must contact us by phone or write to us by mail at the telephone number or mailing address listed above in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. 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.

F. Service Fees and Additional Charges

Applicable fees will be disclosed in the user interface for the Account to Account Transfer 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 and any additional charges that may be incurred by you. 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.



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G. Failed or Returned Transfers

In using Account to Account Transfer, 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:

- You will reimburse us immediately upon demand the transfer amount that has been returned to us;
- For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- You may be assessed a fee by our Service Provider and by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account agreement with us. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit;
- You will reimburse us and our Service Provider for any fees or costs we or they incur in attempting to collect the amount of the return from you; and,
- We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

H. 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.

I. Returned Transfers

In using Account to Account Transfer, 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.



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VII. POPMONEY® PAYMENTS SERVICE ADDITIONAL TERMS

1. Description of Service.

A. The term “Popmoney Terms” means these Popmoney Payments Service Additional Terms. “Popmoney” is a trademark of CashEdge Inc. or its Affiliates. The Popmoney Service (for purposes of these Popmoney Terms, and the Additional General Terms as it applies to these Popmoney Terms, the “Service”) enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through www.Popmoney.com (the “Popmoney Website”) and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.

B. The Instant Payments feature within the Popmoney Service (“Popmoney Instant Payments”) uses Payment Networks designed to transfer funds on the same day or sooner, if practicable, to debit or credit funds to the Eligible Transaction Account of the Receiver, as applicable. Popmoney Instant Payments is only available for Payment Instructions submitted by a Sender to a Receiver (and not via a Popmoney Request). Not all Payment Networks participate in Popmoney Instant Payments. Popmoney Instant Payments are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

2. Payment Authorization and Payment Remittance.

A. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.



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B. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

C. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section I of the General Terms.

D. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

E. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;

- The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;

- The payment is refused as described in Section 5 of the Popmoney Terms below;

- You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,



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- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

F. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

G. Popmoney Instant Payments: We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks. Notwithstanding anything to the contrary in the Agreement, Popmoney Instant Payments settlements are final except as set forth in the applicable Payment Network rules and recovery may not be possible; however, if applicable Payment Network rules allow for reversal of funds, we will attempt to recover such funds from the Receiver's Eligible Transaction Account. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Popmoney Instant Payments. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications. We will choose the Payment Networks in which we will participate in our sole discretion.

3. Initiation of Payment Instructions. You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Options (b) and (c) above are not available for Popmoney Instant Payments. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment



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Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

For Popmoney Instant Payments, you can initiate a Payment Instruction using (i) the Receiver's email address or mobile number, and the Popmoney Service will validate the Popmoney Instant Payments eligibility of the Receiver prior to transferring the funds; or (ii) the Receiver's debit card information, and the funds will be immediately deposited into the Receiver's checking or savings account affiliated with the debit card. Not all Payment Networks participate in Popmoney Instant Payments. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, other than with respect to Popmoney Instant Payments, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) Business Days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of Section 5 of the Popmoney Terms, below.



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4. Receiving Payments. If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive Popmoney Requests from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a Popmoney Request using the Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

5. Payment Cancellation, Stop Payment Requests and Refused Payments. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Popmoney Instant Payments Payment Instructions may not be cancelled as the Payment Instructions will be processed immediately. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's



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Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

6. Mobile Phone Users. Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.

7. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. **YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT,** except for those fees that are specifically use-based, such as Popmoney Request, if applicable. 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 your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 13 of the Additional General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and



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charges for the Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

8. Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender.

9 Returned Payments. In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

10. Definitions.

"Popmoney Request" means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.

"Receiver" is a person or business entity that is sent a Payment Instruction through the Service.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.

"Sender" is a person or business entity that sends a Payment Instruction through the Service.

* The terms contained in Sections I.H. and I.I. do not apply to business accounts.