



Lafayette Online Banking Service Agreement

as of December 27, 2023

This Lafayette FCU Online Banking Service Agreement (the "Service Agreement") governs the applicable online banking, mobile banking, bill payment, person to person payments and internal and external transfer services (each a "Service" and together, the "Services") we make available to you as described below. "You" and "your" mean the person or business enrolling in the Services and agreeing to the terms and conditions in this Service Agreement. "Lafayette," "us," "we," "Credit Union" and "our" mean Lafayette FCU. Lafayette FCU is a credit union headquartered in the state of Maryland and is backed by the full faith of the National Credit Union Association (NCUA).

This Service Agreement is provided in addition to other agreements, disclosures and/or terms and conditions you have received or may receive in the future for your applicable account or accounts that are enrolled in the Services (as the case may be, an "Account" or the "Accounts"), such as the Terms and Conditions of Use for Online Banking, the Lafayette Mobile Banking User Agreement, the Personal Banking Disclosure and Agreement and/or the Business Banking Disclosure and Agreement. When you use any of the Services, you agree to be bound by the terms and conditions set forth in this Service Agreement and other applicable Lafayette agreements, disclosures and/or terms and conditions that govern your Accounts and your use of the Services that we offer. In this Service Agreement, the term "Business Days" means Monday through Friday, except federal holidays. "Website" refers to the applicable Lafayette websites and other web pages accessible through www.lfcu.org.

Lafayette expressly reserves the right to not authorize or settle any transaction you submit which we believe is in violation of any applicable law, or any Lafayette disclosure(s), notice(s), terms and conditions, or agreement(s) to which you may be subject, or (ii) exposes you, other Lafayette customers, financial services providers, or Lafayette to harm or unnecessary risk, including but not limited to fraudulent, illicit, terrorist and other criminal acts. You grant us authorization to share information with law enforcement about you, your transactions, or any of your Account(s) if we reasonably suspect that your use of any products or services offered by Lafayette has been for an unauthorized, illegal, or criminal purpose.

ELECTRONIC DISCLOSURE AND CONSENT

Consent. You agree to receive, as applicable, the Terms and Conditions of Use for Online Banking, this Service Agreement, and all agreements, disclosures, terms

and conditions notices and communications regarding the Service and your applicable Accounts accessed through the Services electronically (together, the "Communications"). The Communications that you agree to receive electronically from us may include, but are not limited to:

- Changes and updates to the Communications or any agreements, disclosures and/or terms and conditions you have reviewed or may review in the future for your Accounts;
- Disclosures, agreements, notices and other information relating to the Service and the Accounts as may be required under applicable federal or state laws and regulations;
- Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);
- Any notice or disclosure regarding any Account or Service fee including, but not limited to, a late fee, an overdraft fee, or a stop payment order fee;
- Tax statements or notices; and
- Information or forms that we request from you and ask you to submit electronically, such as signature cards, Forms W-9, or other agreements.

To receive your periodic Account statement online within the Services, you must agree to the Electronic Signature Act Disclosure.

Paper Copies of Electronic Communications. You may print or make a paper copy of the Communications. You can request a paper copy of some Communications, but occasionally fees may apply. Stop by your local branch or contact Member Engagement at 1 (800) 888-6560 to make a paper copy Communication request.

Withdrawing Electronic Consent. You can withdraw your consent to receive future electronic Communications by calling Member Engagement at 1 (800) 888-6560. However, if consent is withdrawn your access to the Services will be revoked.

Equipment Requirements. The Services are compatible with the latest two versions of all known browsers. Versions older than the last two for any given browser may or may not be supported, and support of any older version is at our sole discretion. You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, and internet access services necessary to use the Services. We require your browser to be, at a minimum, 128-bit encryption enabled. You must have software such as Adobe Acrobat Reader® version 8 and above (which can be obtained from Adobe.com) for Communications that are "PDF" files. Your access to this page verifies that your hardware, software, and browser meet these requirements.

Updating Your Contact Information. It is your sole responsibility to maintain your updated email and other contact information within the Services. Instructions on

how to update your contact information can be found in the Services.

Receipt of Communications. You are deemed to have received Communications from us when they are made available to you. It is your responsibility to log in to the Services regularly to remain up to date with Communications. You will receive an e-mail from us for Communications that we deem to be time sensitive, which may prompt you to log in to review the full Communications.

SMS (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 and/or emails from us for our everyday business purposes (including identify verification, alerts, and other information important to your membership). 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 automatic telephone dialing system from us or our affiliates and agents. You further consent to receiving text messages from us at that number (if cellular), and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Please review our Privacy Policy for more information. Please verify with your service provider if the rates or fees that will apply for text and/or data usage.

ONLINE BANKING AND MOBILE BANKING SERVICES OFFERED

Online Banking means each of the variety of products and services you may access or enroll in through the Website and other related services, including, without limitation, the Mobile Banking Service. Not all of the products and services available through the Online Banking Service may be available through the Mobile Banking Service. Mobile Banking is a module of the Lafayette Online Banking Service accessed via a web-enabled or text-enabled mobile device. These services may include, but are not limited to, browser and text banking.

Text and Telephone Banking

You may access your accounts for text and/or telephone banking a companion to online banking. You can use telephone or text banking to check account balances, perform transfers within your account, or verify cleared checks and other transactions. You cannot use JOY™ for external transfers, transfers to other members or bill payments.

Internal Transfers of Funds. You may use the Services to transfer funds between your Accounts (“Internal Transfers”), including credit card and loan payment

Member to Member Transfers

You may use the Service to transfer from your account to the account of another member of Lafayette FCU. If you believe you have made a transfer in error, immediately contact Member Services at 1-800-888-6560 for assistance.

Balance Inquiries. You may use the Services to check your available balance and other Account information.

Account Services. You may use the Services to, as applicable, view copies of checks, view Account statements (if you agree to the Lafayette Online Statement User Agreement), place stop payments on checks, download your Account information to personal financial management software and set up Account alerts. The Services mentioned in the previous sentence are not available through Lafayette Mobile Banking.

External Transfers. "External Transfers" permit you to electronically transfer money between your accounts held at another financial institution ("External Accounts") and an applicable Account(s) you have with us. External Accounts may only be checking, savings or money market accounts and must be located in the United States with a valid ABA routing number. To make a withdrawal from an account with another Financial Institution, you must provide us with information about your External Account, and you must have withdrawal authorization or withdrawal rights for the External Account. After you have verified your External Account, you may make an "External Transfer" request, you may make a "Scheduled External Transfer" request for a later date, and you may set up a "Recurring External Transfer" (performed at a regular frequency) by creating transfer rules for your request. You authorize us to follow your transfer instructions and to make External Transfers through electronic means or any other means that we determine is appropriate.

- **Processing Time.** External Transfers will be processed no later than 3 business days. If you request a Scheduled External Transfer or a Recurring External Transfer, you may stop or edit the transfer request(s) up until 2 business days prior to the date the External Transfer is scheduled to be sent. If you provide us with oral notification to stop payment of a Scheduled External Transfer or Recurring External Transfer, you must provide us with written confirmation of the oral stop payment order within fourteen (14) days. If you do fail to do so, your oral stop payment order will cease to be effective after the 14-day period.
- **Deduction and Posting of Funds.** For outgoing Scheduled External Transfers and Recurring External Transfers, we will deduct the funds from your applicable Account with us on the Business Day the transfer is to be made per your request and rules you set up and our processing schedule described in this section. For outgoing External Transfers, funds will be deducted at the time of the request even though the External Transfer may not be sent until the next Business Day. If for any reason the funds are not deducted on the day the External Transfer is sent, we

reserve the right to deduct the funds at any future date after the External Transfer is sent, which will usually be the next Business Day. Once funds are transferred from your Account with us to your External Account, the availability of such funds will be at the sole discretion of the other financial institution. You may incur a fee for transferring funds from your Account with us to an External Account, which will be posted to your Account as a separate transaction. Should this fee cause your applicable Account to be overdrawn, you are responsible for any applicable overdraft fees associated with the transaction.

- **External Transfer Alerts.** Certain External Transfer alerts are always sent to you, usually by e-mail. You agree that all e-mail alerts sent to you regarding the status of your External Transfer requests are simply a courtesy and will not constitute a transaction receipt or an official bank record of any kind. You acknowledge and agree that these alerts will be sent to the e-mail address you designate within the Service, and even if you have informed us separately in the past (or choose to do so in the future) to not send you marketing messages these External Transfer courtesy alerts will still be sent.
- **Limitations.** You may only make External Transfers between your applicable Account(s) and your verified External Accounts through the Service. You agree not to transfer funds to or from an Account with us and an External Account unless you have authority to do so.

EXTERNAL TRANSFERS

- **Account to Account Transfers:**
 - Incoming ACH Limits: (Requesting funds from an external account for which you have withdrawal authorization or withdrawal rights.)
 - Loan Payments: \$25,000 Daily/\$25,000 Monthly
 - Incoming Share Deposit: \$10,000 Daily/\$30,000 Monthly
 - Outgoing ACH Limits: (Sending funds to an external account.)
 - \$10,000 Daily/\$30,000 Monthly
- **Person to Person Transfers:**
 - External Limit: \$2,000 Daily/\$5,000 Monthly
 - Member to Member Limit: \$10,000 Daily/\$30,000 Monthly
- **Restrictions on New Accounts:**
 - New Enrollments to online banking will be restricted for the first 30 days of usage. After 30 days, standard transfer limits will apply.
 - **Loan Payments:** \$25,000 Daily/\$25,000 Monthly
 - **Incoming Share Deposit:** \$3,000 Daily/\$10,000 Monthly
 - **Outgoing ACH Limits:** (Sending funds to an external account.)
 - \$500 Daily/\$1,000 Monthly
 - **Person-to-Person Transfers**
 - External Limit: \$500 Daily/\$1,000 Monthly
 - Member to Member Limit: \$10,000 Daily/\$30,000 Monthly

Please refer to the Electronic Funds Transfer disclosure for additional information governing external ACH transfers.

- **ACH Origination Funds Availability.** You have the ability to initiate an ACH Origination credit or debit between your Lafayette account and any accounts that you own at other participating financial institutions. Once an ACH origination has been initiated through your online banking profile, the system will place a 48 hour hold of funds in your LFCU account that totals the amount of funds that has been ordered to leave or come into the account via the ACH origination. This hold of funds will expire upon receipt of funds or 48 hours, whichever occurs first. LFCU has the right to extend this hold as it sees fit based on circumstances of the transaction. All ACH originations are subject to similar ACH fees as set forth in the Schedule of Fees.

MOBILE CHECK DEPOSITS

- **Services.** Lafayette Mobile Check Deposit is designed to allow you to make deposits to your applicable checking, savings, or money market accounts from home or other remote locations by scanning checks using your mobile device and your iPhone® (iOS 11 or higher) or Android® (OS 6 (Fingerprint enabled) or OS 4.4 (Non-fingerprint enabled) application software to deliver the images and associated deposit information to Lafayette and/or Lafayette's designated processor. Lafayette's Mobile Check Deposits are currently offered free of charge. Pricing and item limits are subject to change as noted in Lafayette's Schedule of Fees. Wireless connectivity and usage rates may apply. Contact your wireless service provider for more details.
- **Acceptance of these Terms.** Your use of the Lafayette Mobile Check Deposit service and the Services constitutes your acceptance of this Service Agreement. This Service Agreement is subject to change from time to time. Your continued use of the Lafayette Mobile Check Deposit service and the Services will indicate your acceptance of any revised Service Agreement and any changes to the Services, including the Lafayette Mobile Check Deposit service. Further, Lafayette reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Lafayette Mobile Check Deposit service and the Services herein. Your continued use of the Lafayette Mobile Check Deposit service and the Services will indicate your acceptance of any such changes to the Lafayette Mobile Check Deposit service and the Services. The Lafayette Mobile Check Deposit service is deemed a part of the Services provided by Lafayette and governed by the terms of this Service Agreement.
- **Limitations of Service.** When using the Lafayette Mobile Check Deposit service (in addition to any other Services), you may experience technical or other difficulties. We cannot assume responsibility and disclaim all liability for any technical or other difficulties or any resulting damages that you may incur. Portions of the Lafayette Mobile Check Deposit service or other Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Lafayette Mobile Check Deposit service or any other Service, in whole or in part, or your use of the

Lafayette Mobile Check Deposit service or any other Service, in whole or in part, immediately and at any time without prior notice to you to the maximum extent permitted by applicable law. Returned items: If any check deposited through the mobile check deposit service is returned to the credit union unpaid, your services will be restricted and you will be responsible for any funds withdrawn based on the mobile deposit.

- **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 you will not use the Lafayette Mobile Check Deposit service or any other Service to scan and deposit any checks or other items as listed below:
 - Checks or items payable to any person or entity other than you.
 - Checks or items previously deposited via mobile banking.
 - Checks or items drawn or otherwise issued by you or any other person on any of your applicable Account(s) or any account on which you are an authorized signer or joint account holder.
 - Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - Checks or items previously converted to a substitute check, as defined in Reg CC.
 - Checks or items drawn on a financial institution located outside the United States and US Territories.
 - Checks or items that are remotely created checks, as defined in Reg CC.
 - Checks or items not payable in United States currency.
 - Checks or items dated more than 6 months prior to the date of deposit.
 - Checks written for a future date.
 - Checks or items prohibited by Lafayette's current procedures relating to the Lafayette Mobile Check Deposit service or any other Services or which are otherwise not acceptable under the terms of your applicable Account(s). Note: US Postal Money Orders are not permitted to be deposited through Lafayette Mobile Check Deposit.
- **Image Quality.** The image of an item transmitted to Lafayette using the Lafayette Mobile Check Deposit service must be legible. The image quality of the items must comply with the requirements established from time to time by the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
- **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Lafayette Mobile Check Deposit service as "For Lafayette" or "LFCU mobile deposit only" or preprinted box to indicate

mobile deposit, or as otherwise may be instructed by Lafayette from time to time. You agree to follow any and all other procedures and instructions for use of the Lafayette Mobile Check Deposit service or any other Services as Lafayette may establish from time to time.

- **Receipt of Items.** We reserve the right to reject any item transmitted through the Lafayette Mobile Check Deposit service (in addition to any other Services), at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Lafayette that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
- **Availability of Funds.** You agree that items transmitted using the Lafayette Mobile Check Deposit service are subject to the funds availability requirements of Reg CC and Lafayette's Funds Availability Policy Disclosure. Funds deposited using the Lafayette Mobile Check Deposit service will be available after Lafayette receives payment for the funds submitted. Lafayette may make such funds available sooner based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as Lafayette, in its sole discretion, deems relevant.
- **Disposal of Transmitted Items.** Upon your receipt of a confirmation from Lafayette that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item after two business days to ensure that it is not presented again. And, you agree never to present the item again. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Lafayette as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Lafayette's audit purposes.
- **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Lafayette Mobile Check Deposit service and to modify such limits from time to time. At this time, the maximum deposit is \$10,000.00 per check and \$10,000 per day.
- **Hardware and Software.** In order to use the Lafayette Mobile Check Deposit service (or any other Services, as applicable), you must obtain and maintain, at your expense, compatible hardware and software as specified by Lafayette from time to time. Lafayette is not responsible for any third-party software you may need to use the Lafayette Mobile Check Deposit service or any other Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.
- **Errors.** You agree to notify Lafayette of any suspected errors regarding items deposited through the Lafayette Mobile Check Deposit service or any other Services right away, and not later than 60 days after the applicable Lafayette account statement is sent. Unless you notify Lafayette within 60 days, such statement regarding all deposits made

through the Lafayette Mobile Check Deposit service shall be deemed correct, and you are prohibited from bringing a claim against Lafayette for such alleged error.

- **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Lafayette's sole discretion subject to any and all applicable agreements and disclosures governing your applicable Account(s).

BILL PAY

TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

SERVICE DEFINITIONS

"Service" means the bill payment service offered by Lafayette Federal Credit Union.

"Agreement" means these terms and conditions of the bill payment service.

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

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

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

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

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

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

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

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

PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically five (5) or fewer Business Days from the current date) will be designated within the

application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

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.

THE SERVICE GUARANTEE

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

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

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

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

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

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

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

PAYMENT METHODS

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

PAYMENT CANCELLATION REQUESTS

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

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in

writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS

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

EXCEPTION PAYMENTS

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

BILL DELIVERY AND PRESENTMENT

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

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

Activation. Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data. Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from

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

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

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

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

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

EXCLUSIONS OF WARRANTIES

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

PASSWORD AND SECURITY

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

Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 888-918-7475 during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

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

ERRORS AND QUESTIONS

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

1. Telephone us at 888-918-7475 during customer service hours;
2. Write us at:
Lafayette Federal Credit Union
Attn: Customer Care
560 Carillon Parkway
St. Petersburg, FL 33716

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

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

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

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

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

SERVICE FEES AND ADDITIONAL CHARGES

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

FAILED OR RETURNED TRANSACTIONS

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

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

ALTERATIONS AND AMENDMENTS

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

ADDRESS OR BANKING CHANGES

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

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

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

1. Telephone us at 888-918-7475 during customer service hours; and/or
2. Write us at:
Lafayette Federal Credit Union

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

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

BILLER LIMITATION

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

RETURNED PAYMENTS

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

INFORMATION AUTHORIZATION

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

DISPUTES

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

Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

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

NO WAIVER

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

CAPTIONS

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

GOVERNING LAW

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

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

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

SERVICE DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material and limit access to only the Service's more recent revisions and updates. We also reserve the right to terminate the Service in its entirety.

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

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

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

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

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

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

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

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

12. Transfer Authorization and Processing. (a) The Service enables you to transfer funds: (i) between your Accounts that you maintain with us; and (ii) between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. (b) When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your

behalf to the Recipient Account designated by you and to debit one of your Accounts as described below in Section 18 (Service Fees and Additional Charges). You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds. (c) We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

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

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

14. Transfer Cancellation Requests and Refused Transfers. You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we

will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

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

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

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

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

responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

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

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

21. **Refused Transfers.** We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

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

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

24. **Service Cancellation by You.** In the event you wish to cancel the Service, you may telephone us at 888-918-7475 during customer care hours; and/or write us at

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

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

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

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

27. **Errors, Questions, and Complaints.**

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

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

In case of errors or questions about your transfers or concerning the Service, you should as soon as possible telephone us at 888-918-7475 during customer care hours, provided such telephone calls will not constitute legal notices under this Agreement; and/or write us at:

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

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

1. Tell us your name;

2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,

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

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

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

30. **Arbitration.** Both parties agree to resolve any dispute or claim between the parties or any of their respective Affiliates or any Service Provider or other intended third party beneficiary arising under or relating to this Agreement through binding arbitration. Both parties stipulate and agree that this Agreement evidences a transaction in interstate commerce, and that the Federal Arbitration Act applies. The arbitration award shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction. The only exceptions to this arbitration agreement are as follows: a. We and you expressly agree that under no circumstances shall any dispute or claim arising under or relating to this Agreement be subject to arbitration on a class-wide or collective basis. Only the disputes or claims of individual parties may be arbitrated. b. We or you may, at the option of the claiming party, pursue any claim in small claims court instead of arbitration, provided that the claim must not exceed \$5,000 or the jurisdictional

limit of the small claims court, whichever is less; and the small claims court must otherwise have jurisdiction of the claim and the parties.

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

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

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

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

34. **Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and the officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including 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 Service.

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

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

37. **Intellectual Property.** All marks and logos related to the Service, are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered

an uncompensated contribution of intellectual property to us, shall also be deemed our exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

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

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

40. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES

OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

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

THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED.

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

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

ABOUT COOKIES

Cookies are pieces of data assigned by a web server to your Internet browser. Cookies help websites to keep track of your preferences and to recognize return visitors. So, when you return to a website you've visited before, your browser gives this data back to the server. Contrary to reports about cookies, cookies do not contain viruses. We do not embed your social security number, account number(s) or password in our cookies.

Lafayette uses cookies to make your online experience with Lafayette and certain linked websites richer and more personalized based on the products and services you have with us. Also, without revealing your identity, cookies help us confirm your identity and help us keep your transactions with us secure when

you do your banking online.

We also use cookies for various purposes such as maintaining continuity during an online session, gathering data about the use of our site or monitoring our online promotions; this information helps us inform you about additional products, services or promotions that may be of interest to you. These promotions may be offered to you via online ads, e-mail, U.S. mail or telephone, subject to the privacy preferences you have on file with Lafayette.

We recommend that you complete your online transactions and sign off from Lafayette Online Banking before surfing to other sites or turning off your PC. We also suggest that you do not surf to other sites during your Lafayette Online Banking session.

You can set your browser to reject cookies. However, if you choose to reject cookies, you cannot bank online and utilize the Services with Lafayette (in other words, you cannot bank online and utilize the Services without cookies).

PRIVACY & SECURITY

The information you provide to us online is protected by Secure Socket Layer (SSL) technology. SSL is the leading security protocol for data transfer on the internet. This technology scrambles your account information as it moves between your browser and Lafayette's computer systems. When information is scrambled, or encrypted in this way, it becomes nearly impossible for anyone other than Lafayette to read it. This secure session helps protect the safety and confidentiality of your information when you bank with us online.

If you do not bank online with Lafayette, we do not collect, capture, or retain personally identifiable information when you are just browsing and testing these scenarios. By offering you this level of privacy, we believe you will be more likely to find the products and services that fulfill your banking needs and goals.

- **Security.** To help protect our customers from security threats, we utilize the following approach, which you hereby agree to. You acknowledge that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for the detection of error.
 - Identification of customers when logging on to the Service will consist of multi-factor authentication that utilizes user names and passwords, plus token and/or challenge questions and/or biometrics (fingerprint). If you indicate a computer you are logging on to is safe and private, we will identify the IP address used for that log on during future log-ons using that computer and IP. Once identified in future log-ons, this will be considered one step of the multi-factor authentication process and the token and phrases and/or challenge questions may not be asked. It is your sole responsibility to identify safe and private systems where

you would like IP authentication to be used. This authentication is not to be used on public computers, but any breach to a system where you have requested IP identification be used, whether private or public, is still solely your responsibility and any transactions performed due to such a breach are also your sole responsibility. We reserve the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased threats.

Alert Push Notifications: In the fight against financial crime against consumers, the online banking system will notify you that certain transactions have occurred within your account. The alerts are automatically generated. If you receive an alert for a transaction you do not recognize, please contact Member Services immediately.

- To help enhance your security, you must follow these general safety guidelines:
 - Never leave your computer or other access device (e.g., mobile phone) unattended while logged on to any of the Services.
 - Memorize your Credentials. Do not keep them written down.
 - Change your Credentials regularly, every 90 days is recommended.
 - Choose Credentials that are not easy to guess. For your user name, you must use a minimum of 8 characters and a maximum of 32 characters with a combination of at least 2 numbers and 2 letters. For your password, you must use a minimum of 6 characters and a maximum of 32 characters with a combination of at least 1 number and 1 letter. Credentials are case sensitive, so if you use capital letters when you create them you must use the capital letters each time you log in. Do not use names of family members, pets, common character sequences (i.e., 123abc), proper names, geographic locations, personal details such as a Social Security number or birthday, etc.
 - Never disclose your Credentials to any other person, including family and friends. Your Credentials are for your personal use and should be kept confidential by you. If someone identifies him/herself as our employee and asks for your Credentials, that person is an imposter. We will never request you disclose your online banking Credentials to us.
 - Do not save passwords on your computer or any other access device (e.g., mobile phone). Do not keep them written down.
 - Check your statements and review your banking transactions promptly, thoroughly and regularly. Report errors or problems immediately to us.
- Should you receive a suspicious e-mail, text or telephone request for information that purports to be from Lafayette Federal Credit Union or any of its affiliates, you must immediately notify Member Services at (800) 888-6560.
- You are responsible for installing, updating, maintaining and properly using industry standard security products that are appropriate for you, such as the following:

- Desktop firewall used to prevent unauthorized access to your network
 - Updated anti-virus/malware protection used to prevent your computer or other access device from being victimized by the latest viruses and trojans.
 - Updated anti-spyware protection used to prevent spyware from providing potential tracking information about your web activities.
 - Operating system and desktop applications updated with the latest patches when they are available, particularly when and if they apply to a known exploitable vulnerability.
 - A product that indicates the web site you are on, or an internet browser that indicates the site name. Check your statements and review your banking transactions promptly, thoroughly and regularly. Report errors or problems immediately to us.
- **LINKS TO NON-LAFAYETTE SITES.** We are not responsible for the information collection practices of the non-Lafayette links you click to from our web pages. We cannot guarantee how these third parties use cookies or whether they place on your computer cookies that may identify you personally. We urge you to review the privacy policies of each of the linked websites you visit— before you provide them with any personally identifiable information.
 - **Authorized Use of Services by Other Persons.** You are responsible for keeping your “Credentials” (user name, password or challenge questions) confidential. We are entitled to act on transaction and other instructions received using your Credentials, and you agree that the use of your Credentials will authenticate your identity and verify the instructions you have provided to us for the transaction(s). If you provide your Credentials to other persons for use in any manner or authorize others to obtain Credentials of their own on your Account(s), the authorization will be considered unlimited in amount and manner. **WHEN YOU PROVIDE YOUR CREDENTIALS TO OTHERS OR AUTHORIZE OTHERS TO OBTAIN CREDENTIALS OF THEIR OWN ON YOUR ACCOUNT(S) (SUCH AS, AUTHORIZED SIGNERS, EMPLOYEES, CONTRACTORS, SERVICE PROVIDERS, AGENTS OR ANY OTHER PERSONS) THEY WILL HAVE ACCESS TO ALL YOUR ACCOUNTS THAT ARE LINKED THROUGH THE SERVICE, WHETHER THE ACCOUNTS ARE HELD FOR BUSINESS OR PERSONAL PURPOSES. THIS ALSO MEANS THAT THEY MAY MAKE TRANSFERS BETWEEN YOUR ACCOUNTS, WHETHER HELD FOR BUSINESS OR PERSONAL PURPOSES AND THEIR OWN ACCOUNTS THAT CAN BE ACCESSED THROUGH THE SERVICE. YOU ARE RESPONSIBLE FOR ANY TRANSACTIONS MADE BY SUCH PERSONS ON YOUR ACCOUNTS UNTIL YOU CHANGE THE CREDENTIALS ON YOUR ACCOUNT, NOTIFY US OF THE CHANGE, AND WE HAVE A REASONABLE OPPORTUNITY TO ACT ON YOUR NOTIFICATION.**

- We will never contact you via e-mail, telephone, text or any other means requesting your online banking Credentials. If you are ever contacted by anyone asking for your Credentials, you should refuse to give them and immediately contact us at 1 (800) 888-6560. You may be the target of attempted identity theft.
- **UNAUTHORIZED TRANSFERS.**
 - **Reporting Unauthorized Transfers.** You should notify us immediately if you believe your Credentials have been lost or stolen or that someone has transferred or may transfer money from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us call 1 (800) 888-6560, contact us electronically by sending a message through Lafayette's electronic message center made available in the Service, or write: Member Services, 2701 Tower Oaks Blvd, Rockville, MD 20852. You should also call the number, contact us electronically, or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.
 - **Your Liability for Unauthorized Transfers (Personal Accounts Only).** Tell us AT ONCE if you believe your Credentials have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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), to the extent applicable. If you tell us within two (2) Business Days after you learn of the loss or theft of your Credentials, you can lose no more than \$50 if someone used your Credentials without your permission.
 - If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Credentials, and we can prove that we could have stopped someone from using your Credentials without your permission if you had told us within two (2) Business Days, you could lose as much as \$500.
 - Please note that you could lose additional funds if you do not report unauthorized activity appearing on your periodic statement, as provided in the following section.
 - If you identify any suspected unauthorized activity on your account statement, including those made by card, code or other means, you agree to notify Lafayette right away, and in no event later than sixty (60) days after the applicable Lafayette account statement is sent. If you do not tell us within sixty (60) days after the statement was sent to you, you may be liable for all unauthorized activity following such 60-day period and you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us within sixty (60) days. If a good reason (such as a long trip or a hospital stay) kept you from

notifying us, we may in our sole discretion extend the period.

- With respect to unauthorized activity during such 60- day period, if the activity involved use of lost or stolen access Credentials, your liability for such activity will be determined by whether or not you have notified us of such activity and within two (2) Business Days. If the activity did not involve use of lost or stolen access Credentials, you shall have no liability for unauthorized activity during the 60-day period, but may be liable for all unauthorized activity following such 60-day period if you fail to report such activity to us.
- **Resolving Errors or Problems.** In case of errors or questions about your electronic transfers, telephone us at 1 (800) 888- 6560, contact us electronically by sending a message through the Lafayette’s electronic message center made available in the Service, or write us at Member Service, 2701 Tower Oaks Blvd, Rockville, MD 20852. Notify us as soon as you can, if you think your applicable statement is wrong, inaccurate or contains errors or if you need more information about a particular transaction or transfer listed on such statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.
 - **Tell us your name and Account number.** Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error. If you tell us orally we may require that you send us your complaint or question in writing within ten (10) Business Days after your oral notification.
 - **(Personal Accounts Only).** We will determine whether an error occurred within ten (10) Business Days (20 Business Days if the transfer involved a new Account) after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days (90 days if the transfer involved a new Account, point-of-sale, or foreign- initiated transactions) to complete our investigation. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days (20 Business Days if the transfer involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account. Your Account is considered new for the first 30 days after the first deposit is made, unless you or each of you for a joint account already has an established account with us before this Account is opened.
 - If we determined that there was no error, we will send you a written explanation within three (3) Business Days after completing our investigation. You may ask for copies of the

documents that we used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

- **THE CREDIT UNION'S LIABILITY AND LIABILITY LIMITATIONS FOR FAILURE TO COMPLETE A SERVICE REQUEST (Personal Accounts Only).**

We will not be liable relative to processing transactions on your Account(s), for instance, including but not limited to, the following:

- If, through no fault of ours, your applicable Account does not contain sufficient available funds to complete a payment or a transfer, or the payment or transfer would exceed the credit limit of your Account's balance, overdraft line, or Courtesy Pay (if applicable);
- You have exceeded or will exceed your daily transaction limit relative to a particular Service, in which case we have the right to process your Service request(s) in any order that we determine in our sole discretion is appropriate;
- You fail to follow a payee's or biller's payment requirements;
 - You fail to schedule a proper date for payment sufficiently in advance of the date that a payment is due;
 - You fail to transfer funds from an External Account to an Account with us sufficiently in advance of the date that you need to use or withdraw the funds (including consideration for weekends, bank holidays, and the unavailability of funds for use or withdrawal until four (4) business days for External Accounts verified greater than ninety (90) days ago and seven (7) days for External Accounts verified within the last ninety (90) days after being deposited into an Account with us);
 - The Services, our equipment, the software, or communications link is not working properly or are not compatible and it is clear it is not working properly at the time you are attempting to make a Service request;
 - The payee or biller mishandles, delays posting a payment, or refuses or is unable to accept a payment;
 - The biller fails to deliver your billing statement to us;
 - Your E-Bill is inaccurate or incomplete;
 - You have not provided us with the correct name(s), address or account information for payees or billers;
 - You fail to provide payees, billers or us with your updated or changed personal information, including, but not limited to, your name, address, phone number, e-mail address, username and password;
 - Your subscription to any Services has been terminated for any reason;

- Circumstances beyond our control, such as interruption of telephone service or telecommunication facilities, or natural disaster, such as a fire or flood, prevent your Service request, despite reasonable precautions that we have taken;
- The transfer of your funds is restricted by legal process, holds, or any other transaction limiting Account status;
- You fail to log on to the Service to check on the delivery or status of E-Bills;
- You fail for any reason to receive a notification or reminder regarding the delivery or status of an E-Bill;
- Delays in any mail service or e-mail service;
- Any other exceptions or reasons stated in this Service Agreement or related agreements including the applicable Personal Banking Disclosure and Agreement or Business Banking Disclosure and Agreement.

If a billing error regarding any of your applicable credit card accounts is reflected on or with your applicable credit card statement, your rights and our liability are governed by the agreement(s) governing that credit card account.

You agree that we shall not be liable for, and you agree to hold harmless and indemnify, and keep us indemnified, to the maximum extent permitted by applicable law, from and against any and all proceedings, suits, penalties, fines, liabilities, claims (including, without limitation, any claims of any third party, including relating to Pop Money), losses, damages or expenses (including legal costs) arising from or in connection with the use or misuse of the Services, including, but not limited to, as it relates to any applicable law or regulation of any jurisdiction, regional or international authority from where the applicable Service is accessed and/or the terms and conditions prescribed by the relevant internet service provider or information service provider in such country of access, any law or regulation of any jurisdiction, regional or international authority which governs any use or misuse of any component of the Services, any relevant internet service provider or information service provide or system, any loss or damage caused by any act or omission of any relevant internet service provider or information service provider or network provider occasioned by any access to the Services, any loss or damage caused by any modification, alteration, upgrade or termination of the Services, any access (or inability or delay in accessing) and/or use of any browser which we provide to allow access to the Services, any errors or omissions in the information and materials contained in our website(s) or in any mobile application(s) and/or any delay or failure in any transmission, dispatch or communication facilities.

- **LIMITATIONS ON OUR LIABILITY CONTINUED.** You agree that we are not responsible for the following matters, or for errors, unavailability or failures of our Services as a result of:
 - **Access.** You agree that we will not be liable for any failure to provide access or for the unavailability or interruptions in access to the Service due to a system failure or other unforeseen acts or circumstances. You agree that we shall not be liable to you if you are unable to gain access to the Services. You understand and agree that while the Services are intended to be available 24-hours a day, some or all of the Services offered may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or any other reasons beyond our control. You understand and agree that any access to the Services will be effected through the relevant internet service provider or network provider in the country from where such Service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by such relevant internet service provider or network provider in separate agreements with you. You agree that you shall be solely responsible for all telephone charges, wireless charges, mobile charges and other charges imposed or assessed by any applicable internet service provider or mobile phone carrier or services provider incurred in connection with the use of the Services. You represent to the best of your knowledge that the terminal, device and/or any other computer or network system through which your access to the Services may be effected are free from any electronic, mechanical, data failure or corruption, computer viruses and bugs. You agree that neither we, nor any of our officers and employees or any branch, affiliate or subsidiary of Lafayette Bank is responsible for any electronic, mechanical, data failure or corruption, computer viruses and bugs or related problems that may be attributable to the services provided by any relevant internet service provider or information service provider.
 - **Your Computer Equipment and Your Software.** You agree that we will not be responsible for any errors or failures from any malfunction of your computer, device, terminal, network system or any computer virus or other problems related to any hardware or equipment used by you relative to the Services. We shall use reasonable efforts to ensure that the Service is secure and cannot be accessed by unauthorized third parties. However, you agree that we shall not be liable for any loss, injury or damage in connection with, and do not warrant the security, secrecy or confidentiality of, any information transmitted

through any relevant Internet service provider, network system or

such other equivalent system in any jurisdiction relative to the Services. You shall notify us immediately upon receipt of any data or information which is not intended for you and you shall delete such data or information from the customer terminal immediately. You agree that we are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any hardware, equipment or system you use, including your browser, your Internet service provider, your personal financial management or other software, or any equipment you may use (including, but not limited to, your telecommunications facilities, computer hardware or modem) to access or communicate with the Services.

- **Additional Limitations and Indemnification: (Business Accounts Only).** We are not liable for any failure to make transfers to or from your Accounts, or for transfers made in the wrong amount. In addition, you agree to indemnify, defend, and hold the Bank, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, suits, fines, penalties, losses, proceedings, damages and/ or costs (including but not limited to reasonable attorneys' fees) arising from (a) any fraud, manipulation, or other breach of this Service Agreement by you; (b) any third party claim, action, or allegation brought against us arising out of or relating to a dispute with us over the terms and conditions of this Service Agreement; (c) your violation of any laws or regulations or the rights of a third party; or (d) the use of the Service by any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent.

IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) CAUSED BY THE SERVICES OR THE USE OF THE SERVICES, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER, SOFTWARE, OR ANY INTERNET ACCESS SERVICES.

- **YOUR RESPONSIBILITIES**

- **Security Procedures.** You hereby agree to strictly abide by this Service Agreement as it pertains to your responsibility for the security of your Accounts, and acknowledge that such security practices are an industry standard method

of providing security against unauthorized transactions. You are responsible for keeping your applicable

username, password and other access/Account information relative to the Services secret and confidential, and you agree that you shall not disclose such information to any unauthorized person and shall take all steps necessary to prevent discovery of such information by any unauthorized person. You shall inform us as soon as reasonably practicable if you know or suspect that someone else knows such information or that unauthorized transactions have taken place and if you fail to do so you may be liable for any unauthorized transactions made. You must promptly examine your applicable Account statements upon receipt and if you discover any discrepancies, omissions, inaccuracies or incorrect entries, you must immediately call us. You may be liable for all losses prior to your reporting any discrepancies, omissions, inaccuracies or incorrect entries or if you fail to exercise reasonable care, act fraudulently or act with negligence, including failing to properly safeguard your applicable Account(s), your username(s), password(s) and/or the access information to the Services or immediately reporting any unauthorized transaction made. You hereby consent to the transmission of applicable communications through the Internet, and you acknowledge that the internet and use of mobile devices to conduct banking transactions through the Services is not necessarily a secure communications and delivery system, and understand the risks associated with it (among others, confidentiality, security, tampering and unauthorized use) and, in connection therewith, you agree to release us from any and all liability and you agree to waive any rights to assert any claims to the maximum extent permissible under any and all applicable laws.

MISCELLANEOUS:

- **WARRANTY DISCLAIMER.** THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE.
- **FEES.** You agree to pay all applicable fees for the Services and relative to your applicable Account(s) in accordance with our fee

schedules and disclosures in effect and as established and amended by us from time to time, and as may be disclosed and accepted at the point of Service or Service request. It is your

responsibility to periodically review such fee schedules and disclosures relative to your Account(s) and the Services for the most current fees. We may automatically deduct these fees from any Account even if they create an overdraft (to the extent applicable), and we may assess the appropriate, applicable overdraft fees. Depending on your plan with your internet provider or mobile phone carrier, you might incur access and/or data transmission fees for using the Services, for which you agree to be solely responsible. Check with your internet provider or mobile phone carrier for more information on applicable fees.

- **SUFFICIENT AND AVAILABLE FUNDS.** You are solely responsible for having sufficient and available funds on deposit to complete transfers or make payments in full on the requested dates from your applicable Account(s). We may deduct payments or transfers from your Account(s) in connection with any Services, even if such deduction creates an overdraft (to the extent applicable as stated in the Schedule of Fees disclosure). You are liable for all applicable overdraft fees.
- **SERVICE REQUEST ON NON-BUSINESS DAYS.** Service requests, (whether Internal Transfers, External Transfers or Bill Payments) that are received after the applicable cut-off hour described above or on a day that is not a Business Day, will be treated as received on the next Business Day. Recurring service requests (whether Internal Transfers, External Transfers, or Bill Payments) that fall on a day that is not a Business Day will be processed on the next Business Day.
- **ONLINE STATEMENTS (Not available through Mobile Banking).** The terms and conditions for online statements are governed by the Lafayette Online Statements User Agreement. Online statements are not automatically set up upon completing your enrollment in the Services. You must enroll separately to receive your statements online, within the Services, and will be required to accept the Lafayette Online Statement User Agreement at that time. Once you have accepted the Lafayette Online Statement User Agreement and completed the online statements enrollment, then and only then will your statements begin to archive online within the Services.
- **CHANGES; AMENDMENTS; REVISIONS.** We reserve the right, at our discretion, to add, delete, change, modify, alter, or discontinue the Services or any aspect, feature, or function of the Services at any time, including content, hours, and equipment needed for access or use ("Change(s)"). We also reserve the right, at our discretion, to add, delete, change, modify, or amend any fees, help screens or other terms and conditions of this Service Agreement at any time (also called, "Change(s)"). Unless an immediate Change is

necessary to ensure the security of the Services or your accounts, we will send you notice to the e-mail address we currently possess within the Service at least 21 days before the effective date of any changes if required by law. If provided electronically, disclosures will

be provided to you in one of several ways: (a) by online banking message, (b) by e-mail at the e-mail address we have on record within the Service, or (c) to the extent permissible by law, by access to a website that generally we will identify in advance for such purpose. Any use of the Service after we send you a notice of Change will constitute your agreement to such Change(s). Further, we may, from time to time, revise or update Services and/or related material and these changes may render prior versions obsolete. Consequently, we reserve the right to terminate this Service Agreement as to all such prior versions of the Services, or related material and limit access to the Services more recent revisions and updates. If it is necessary to make changes to our privacy policies, we will update the same with the changes and new effective date.

- **TERMINATION OR DISCONTINUATION.** In the event that you wish to discontinue any or all of these Services, you may contact us at 1 (800) 888-6560. Services will be terminated at the time of the request, but termination may be delayed if a transaction under the Service is in process at the time of the request. Some Service transactions in process may be completed following termination. It is your sole responsibility to ensure your Accounts have available funds to complete any transactions in process and that any transfers or payments continue to be made to payees or billers on time following termination of Services, as the case may be. You agree that we are not liable in any way for payments or transfers not cancelled or payments or transfers made due to the lack of proper notification by you of Service termination or discontinuance for any reason. We have the absolute discretion to make the Services available to you. We reserve the right to suspend, revoke or terminate your use of the Services in whole or in part at any time and for any reason. Suspension, revocation, termination or discontinuation will not reduce your liability or obligations under this Service Agreement. In the event of suspension or cancellation, the Services may be reinstated at our sole discretion and we reserve the right to impose a reinstatement charge as we deem fit. We likewise reserve the right to impose a fee for the Services at our absolute discretion at any time without your prior consent as permitted by applicable law.
- **DOCUMENTATION OF BILL PAYMENTS AND TRANSFERS.** Your monthly Account statement will contain information about any applicable bill payment transactions or funds transfers completed during the applicable statement period.
- **CONFIDENTIALITY.** We will disclose information to third parties about

your Account or the transfers you make to the extent permitted by applicable law and/or:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or

- merchant, or
- In order to comply with applicable law, government agency or court orders, or
- If you give us your written permission.
- For more information on our privacy policy, go to www.lfcu.org.
- **AGE.** You represent and warrant that you are at least 18 years of age.
- **NO WAIVERS.** Our failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such a right or provision unless acknowledged and agreed to by us in writing.

Please never share your Lafayette account details with anyone. Lafayette will never ask you for your password through email, social media or a third-party website.