Dubois-Pike Federal Credit Union

Online/Mobile Banking Services Agreement

Please read this information carefully and print a copy and/or retain this information for your records.

Please read this agreement carefully. By accessing this site or using any electronic services you agree to be bound by this agreement, as further described below. This agreement contains your rights and responsibilities concerning transactions that you make through Online/Mobile Banking, including your rights under the Electronic Funds Transfer Act. This agreement is subject to applicable federal laws and the laws of the State of Indiana (except to the extent this Agreement can and does vary such rules and laws). If any provisions of this Agreement are found unenforceable according to its terms, all remaining provisions will continue in full force and effect.

YOU UNDERSTAND THAT YOU WILL NOT BE ABLE TO REGISTER FOR ELECTRONIC SERVICES UNLESS YOU AGREE TO ELECTRONIC DELIVERY AS EXPLAINED BELOW.

By selecting "Agree", you consent to all the terms and conditions of this Agreement and the Membership Account Agreement, which includes any supplemental terms and conditions applicable to specific Electronic Services.

CONTACT INFORMATION

Unless specified in other sections, the following contact methods are available if you have any questions about this Agreement or need to contact us for matters related to Electronic Services.

- Phone: 812-634-9278.
- Email: <u>member.service@duboispike.org</u>
- In Person: Stop by our branch at 650 W. 2nd Street, Jasper, IN 47546

This Agreement is between Dubois-Pike Federal Credit Union (hereinafter referred to as "Credit Union, we, us, our, or DPFCU"), and each participating member (hereinafter referred to as "member, I, we, me, you, your or yours") of DPFCU's Online/Mobile Banking Service, together with any person who is authorized by a member to use or access this service

DESCRIPTION OF ELECTRONIC SERVICES

Electronic Services include all content, information, communications, features, products, and services available to you after you register for Online/Mobile Banking. The use of your Login ID is required to access Online/Mobile Banking. It is your responsibility to periodically change your Login credentials to protect against unauthorized account access. Granting access to your account through Online/Mobile Banking to any non-owner will make you financially liable for all losses or misuse of your account(s). You can perform the following transactions on ALL ACCOUNT(S) to which you are authorized and have been given access too.

- View account balances and transaction details for share and loan accounts, excluding Visa Credit Cards.
- Make payments and check payment due dates, excluding Visa Credit Cards
- Transfer funds between share accounts.
- Transfer funds between accounts in which you share ownership.
- View images of your checks
- Make deposits remotely (see separate agreement)

- Transfer funds to another financial institution in which the account has been verified. (see separate agreement
- View other information associated with your accounts, as well as perform certain transactions.

Online/Mobile Banking menus will include any additional services available, or services made available in the future, along with additional information about the services offered as necessary.

REQUIREMENTS FOR ELECTRONIC SERVICES REGISTRATION

To enroll for Online/Mobile Banking, you must be an account owner in good standing with a valid social security number already on file. For access by account holders under the age of 15 years old, parental consent may be required. If at any time, we have cause to believe the security of your account or our system may be in question, access may be restricted or limited without notice.

When you enroll for DPFCU Electronic Services, you will be prompted to set up your user ID and password and provide any other authentication information we deem necessary. This may include you to choose a security image and up to 3 security questions to answer as part of the authentication and/or sending you a one-time code via email or text that you will be required to enter as part of the authentication process. Additional devices may be registered using the authentication process. Once registered, you can enable fingerprint or facial recognition authentication through your mobile device settings for future log-on.

If at any time your account is not in good standing, your Online/Mobile Banking access may be restricted.

You agree and acknowledge to keep your login credentials and identification data confidential, and you will immediately notify DPFCU should you believe an unauthorized person has electronically accessed your account(s).

MOBILE BANKING AUTHENTICATION

Mobile Banking supports authentication using your fingerprint as Fingerprint ID and facial recognition as Face ID. Once authenticated, you can choose to log into the Mobile App using your Fingerprint ID or Face ID in lieu of entering your user ID and password. If your mobile device offers this functionality, you may enable it directly through your mobile device settings. IMPORTANT: Please remember once you enable fingerprint or facial authentication for Mobile Banking, anyone with a fingerprint or facial recognition stored on your device will have access to your account. You can turn off this feature in your mobile device settings at any time.

REQUIREMENT FOR EMAIL ADDRESS:

Your email address is required to participate in our e-Statement delivery program. We will send you an email notification at your last email address of record when your online statement and the periodic billing statement is available. You agree that if you change your email address, it is your responsibility to provide the Credit union with the new email address. You may provide the Credit union with your new email address by logging onto Online/Mobile Banking and going to the preferences to change your address, updating your contact info on our website, or by calling us at 812-634-9278. We must receive notification of your new email at least 3 business days prior to the end of the month to give us time to affect the change.

If your email is returned as undeliverable, we may change your statement status to paper. A fee may be imposed for paper statements as is set forth in our Fee Schedule, which is available on our website

or by contacting us. If your E-statement service is discontinued, it will be your responsibility to reapply for E-Statement services with DPFCU.

ELECTRONIC "SIGNATURE" AGREEMENT & SECURITY

You consent and agree that your use of a keypad, mouse, or other device to select an item, button, icon, or similar act/action while using any electronic service DPFCU offers; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures, or conditions constitutes your signature, acceptance, and agreements as if signed by you in writing. Further, you agree that no certification authority or other third-party verification is necessary to the validity or your electronic signature; and that the lack of such certification or third-party verification will not in any way affect the enforceability or your signature or any resulting contract between you and Dubois Pike Federal Credit Union. This Agreement, including the validity of any signatures or consents, any claims, or any disputes arising here under shall be construed in accordance with and governed by the Laws of the State of Indiana.

CONSENT TO RECEIVE SECURE MESSAGES VIA ONLINE/MOBILE BANKING:

By consenting to this agreement, you agree that DPFCU may communicate with you via Secure Messaging/Secure Mailbox in Online/Mobile Banking. This is a secure method of sending and receiving information such as questions on transactions, statements, receipts, check images, deposits, etc.

CONSENT TO RECEIVE ELECTRONIC DOCUMENTS AND STATEMENTS:

Certain laws require us to provide specific information to you in writing, which means you have a right to receive the information on paper. If you consent to receiving this information electronically by completing the enrollment process, you are consenting to the electronic delivery of the following. You are consenting the electronic delivery of items such as:

- Membership Agreement
- Electronic Funds Transfer
- Funds Availability
- Truth in Savings Disclosure
- Privacy Notice

- Fee Schedule
- 1099s, 1098s, 5498s and other tax documents
- Newsletters
- Other items per our discretion

You agree that DPFCU does not need to provide you with additional paper (non-electronic) copies of any electronically delivered documents unless you specifically request them. Your consent does not prohibit DPFCU from providing any referenced documents in paper form.

E-STATEMENT ACCESS:

By consenting to this agreement, you agree that DPFCU will deliver your account statements electronically unless you have signed an opt out agreement. You agree that it is your responsibility to ensure that the electronic statements cannot be intercepted or viewed by others. DPFCU will not be liable for any authorized or unauthorized access to your personal computer or your passwords. By accessing your online periodic statements, you will be able to view your account and transaction activity for your deposit and loan accounts, electronic funds transfer transactions, periodic notice of billing error rights under federal Regulations Z and E, and DPFCU newsletters, and/or notices which may contain important legal notices that affect you and your account(s) such as: 1099s, 1098s, 5498s, and any other tax documents. Online/Mobile Banking (and thus, e-Statements) is generally available

24 hours a day, seven days a week. However, service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time. Although you are consenting to receive your statements, newsletters, and other notices electronically, Dubois-Pike Federal Credit Union reserves the right to send any or all statements and records to you in paper form to your current mailing address on file with us.

Access Requirements: You must have access to a device that can access the internet. It is your sole responsibility to ensure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the e-Statement service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at any time. Withdrawing your consent will terminate your e-Statement service.

Right to Receive Paper Statements: Although you have elected electronic delivery, you do have a right to receive a paper copy of your periodic statement. To request a copy, please contact us at Dubois-Pike Federal Credit Union at 812-634-9278 or write to: Dubois-Pike Federal Credit Union, 650 W. 2nd Street, P.O. Box 841, Jasper, IN 47547-0841. The Fee Schedule may specify additional fees. The Fee Schedule is available on our website, <u>www.duboispike.org</u>.

Notification of Statement Availability: Your online statements will remain accessible through Online/Mobile Banking for at least 36 months.

Authorization Consent: By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this consent agreement for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this agreement.

E-mail Communications: You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any email or other electronic communication that we, in good faith, believe you have submitted to us. We have no duty to investigate the validity or to verify any email or other electronic communication; and may respond to any email at either the address provided with the communication, the email address that we have on file, or any other application or written communication received by us. You understand that you have no expectation of privacy if you transfer or share any statement electronically to another person or entity using the World Wide Web. You further agree to release DPFCU from any liability if the information is intercepted or viewed by unauthorized parties at your employer or any other email address you have provided. Although we have no obligation to do so, we reserve the right to require authentication of emails or electronic communications. The decision to require authentication is at the sole discretion of Dubois-Pike Federal Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

Governing Law: This agreement, including the validity of any signatures or consents, any claim or disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Indiana. I have read and agree to the terms of the Email Statement Disclosure, and I would like to receive e-Statement delivery. I understand that I will not receive a periodic statement sent by U.S. Mail for this account; however, DPFCU does have the right to send a periodic statement in paper form as needed.

PROTECTING ACCESS INFORMATION

We identify you by your unique user ID and password, Fingerprint ID, or Face ID and any other additional reasonable means we deem necessary or appropriate. To prevent unauthorized access to your accounts, you agree to protect and keep confidential your user ID, password, account number and any other means of accessing your account. If you share any account or Online/Mobile Banking access information, you assume all associated risks and monetary losses that may arise, to the extent permitted by applicable law and regulation. Transactions initiated by using your user ID and password or Fingerprint ID and Face ID will be considered as having been authorized by you and constitutes your legal permission, authorization, and signature to perform the transaction(s) requested, as allowed by the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act") and other applicable law and regulation.

YOUR RESPONSIBILITY

By using any of our Electronic Services, you are representing to DPFCU, and our Service Providers engaged to offer these services, that you are the account owner or have authority to act on behalf of the owner. You are responsible for all transactions through your user ID or that you authorize, including payments or transactions you authorize in error or that a third party who has access to your account authorizes, such as an unintended payment or a payment for the wrong amount. You will be responsible for any losses, charges, fees, or penalties incurred as a result. You must have sufficient funds in your available balance to cover payments you request.

UNLAWFUL OR PROHIBITED USE

You agree and warrant to Dubois-Pike Federal Credit Union, that you will not use any Electronic Services for any unlawful purpose, or in any manner not permitted by the terms and conditions of this Agreement. Without limiting the above, you agree and warrant that you will comply with all federal and state laws, rules, and regulations applicable to the Electronic Services and you will not engage in any conduct that would violate our, or our Service Providers', rights in the Electronic Services. Unauthorized use of any Electronic Service, including but not limited to unauthorized entry into DPFCU's systems, misuse of passwords or misuse of any information posted to a site is strictly prohibited and may be subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030 and other applicable laws. DPFCU or its Service Providers may monitor, track, record, and audit usage of our Electronic Services. You are hereby notified that the use of Electronic Services offered by DPFCU constitute consent to such monitoring and auditing.

OUR RESPONSIBILITY TO COMPLETE TRANSACTIONS

Dubois-Pike Federal Credit Union and our Service Providers will not be liable in any way for any failure or delay in completing any transaction (whether an outgoing payment, incoming payment, or funds transfer, as applicable), if, through no fault of ours,

- You do not have enough funds available in your eligible accounts to make the transfer
- You have not properly followed instructions or abided by terms and conditions applicable to the Electronic Services used for the transaction
- You do not authorize your transaction soon enough for your payment to be received and processed by the biller or receiving institution
- The biller or receiving institution fails to credit your payment promptly once received
- Your account is frozen because of a court order or similar reason
- Your account access credentials have been reported as potentially compromised, lost, or stolen and we have blocked or limited the account

• There is a failure in performance arising directly out of war, sabotage, insurrection, riot and other acts of civil disobedience, terrorism, action of public enemy, failure or delays in transportation, fire, explosion, flood, storm, or other Act of God or, without limiting the generality of the foregoing, similar causes beyond our reasonable control; DPFCU shall have no responsibility and shall incur no liability for any act or failure to act by any other financial institution or third party.

INTERNAL TRANSFERS

When you access or use the Internal Funds Transfer Services function through Online/Mobile Banking you will be prompted to select the type of transfer and provide required transfer information. There are no fees for these Internal Funds Transfer Services. Transfers are generally processed immediately or on the day you scheduled the transfer to take place. Transfers scheduled in advance may be cancelled or edited prior to the transfer date. We reserve the right to impose a frequency or dollar limit on transfers, or to refuse to make any transfer between certain accounts. We are obligated to notify you promptly if we decide to refuse to complete your transfer instruction, unless you attempt to make transfers that are prohibited under any Credit Union agreement governing use of the Internal Funds Transfer Services for your account or prohibited under federal or state laws.

You may transfer funds between your DPFCU accounts with like ownership titles or transfer funds to make a payment to eligible DPFCU loan accounts (excludes credit card payments). You may initiate a onetime transfer or schedule a transfer or series of transfers in advance. There is currently no transfer amount limit.

THIRD-PARTY SERVICES

As an additional service, DPFCU may occasionally provide links to web pages provided by third parties. When you access those web pages provided by third parties, you are leaving the Credit Union's secure website. Some of those pages may not be secure. Each of those websites will operate under its own privacy policy. You are solely responsible for reviewing the privacy policy on each website and providing only that information you believe is appropriate to share with the provider of that website. Our site may include promotional materials via links to web pages provided by third parties from whom you may purchase certain goods or services. You understand that we do not operate or control the products or services. The party providing each product or service is responsible for all aspects of order processing, fulfillment, billing, and customer service. We are not a party to the transactions entered into between you and those third parties. You agree that your use of any such service is at your sole risk and is without warranties of any kind by Dubois-Pike Federal Credit Union, expressed, implied or otherwise including warranties of title, fitness for purpose, and merchantability or noninfringement. Under no circumstances are we liable for any damages arising from the transactions between you and other sites linked to our site.

PRIVACY POLICY

For information about how we use and protect information you provide us though our Electronic Services and your rights to opt out of certain information sharing, please read our Privacy Notice available online at <u>www.duboispike.org</u> or a paper copy can be requested at 812-634-9278.

ELECTRONIC SERVICE CONTENT AND MATERIALS

Dubois-Pike Federal Credit Union or its suppliers may discontinue or make changes in the information, products or services described herein or made available on or through the Electronic Services at any time, without prior notice to you, and without any liability to you. Any dated information is published as of its date only, and DPFCU does not undertake any obligation or

responsibility to update or amend any such information. DPFCU reserves the right to terminate any or all Electronic Service offerings or transmissions without prior notice. Furthermore, by offering the Electronic Services and any information, products or services via the Electronic Services, no distribution or solicitation is made by DPFCU to any person to use the Electronic Services or such information, products, or services in jurisdictions where the provision of the Electronic Service and/or such information, products or services is prohibited by law.

LICENSE AND RESTRICTIONS

Subject to the terms and conditions of this Agreement, DPFCU hereby grants you a limited, nontransferable, nonexclusive, terminable, personal license to access over the Internet and use the Electronic Services only as expressly permitted under this Agreement. DPFCU may revoke, restrict, suspend, or terminate this license for any reason or no reason in its sole discretion. Some of the software DPFCU uses to provide the Electronic Services is licensed from Service Providers. DPFCU and, to the extent applicable, such Service Providers, shall retain all right, title, and interest in and to the Electronic Services and any modifications and updates thereto, and all rights not expressly granted to you herein are reserved by DPFCU and its applicable Service Providers. You will not directly or indirectly license, sell, lease, otherwise transfer, copy, distribute, alter, modify, disassemble, decompile, reverse engineer, otherwise attempt to derive the source code of, or interfere with the operation of any part of the Electronic Services, nor will you access or use, or attempt to access or use, the Electronic Services to take any action that: (i) violates DPFCU's and its Service Providers' rights in the Electronic Services or any content contained therein; (ii) violates any applicable law; or (iii) that could harm Dubois-Pike Federal Credit Union, its Service Providers, or any third party. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

INTELLECTUAL PROPERTY

All content, including but not limited to the information, materials, text, software, computer code, scripts, graphics, images, photos, sounds, music, video, and interactive features appearing on the Electronic Services and the trademarks, service marks and logos contained therein, are owned by or licensed to DPFCU. The Electronic Services may contain intellectual property owned by third parties, including but not limited to, business partners, licensors, licensees, and Service Providers. The products, services, technology, or processes described in the Electronic Services may be the subject of other intellectual property rights reserved by DPFCU, Service Providers, or other third parties. Any unauthorized use of the content contained within or materials available through the Electronic Services may infringe upon the rights of DPFCU, its affiliates, Service Providers, and/or their respective licensors. Except as expressly provided in this Agreement, nothing contained herein shall be construed, under any theory, to confer any license or right to any intellectual property of DPFCU, its affiliates, its Service Providers, or any third party.

COPYRIGHT NOTICE

The works of authorship contained in or made available through the Electronic Services, including but not limited to all design, text, sound recordings and images, are owned, except as otherwise expressly stated, by DPFCU. Except as otherwise expressly stated herein, they may not be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without DPFCU's prior written consent, except to the extent permitted by the Copyright Act of 1976 (17 U.S.C. § 107), as amended, and then, only with notices of DPFCU's proprietary rights; provided, however, that you may download

information and print out hard copies for your personal use, subject to your not removing or altering any copyright or other notice as may be contained in information, as downloaded.

TRADEMARK NOTICE

Dubois-Pike Federal Credit Union is the marketing name for the retail financial services activities of Dubois-Pike Federal Credit Union in the United States. In addition, other logos, graphics, symbols, goods and service names, and other indicia in the Electronic Services of Dubois-Pike Federal Credit Union's products or services are trademarks of Dubois-Pike Federal Credit Union. Other trademarks, logos, graphics, symbols, goods or service names and other indicia in the Electronic Services are the property of their respective owners.

LIMITATION OF LIABILITY

Because of the possibility of human and mechanical error as well as other factors, the electronic services (including all information and materials contained in or made available through the electronic services) are provided "as is" "as available". DPFCU and its service providers are not providing any warranties and representations regarding the electronic services, and hereby expressly disclaim all warranties and representations of any kind with regard to the electronic services, whether express or implied, including any implied warranties of title, merchantability, non-infringement, freedom from viruses or other harmful or malicious code, or fitness for any particular purpose. Without limiting the foregoing, DFPCU and its service providers do not represent or warrant, and expressly disclaim and representations or warranties as to the accuracy, adequacy, or completeness of the information and materials contained in or made available through the electronic services, and expressly disclaim liability for errors or omissions in the information and materials. Further, DPFCU and its service providers will not be liable for any delay, difficulty in use, inaccuracy of information, computer viruses, malicious code, or other defect in any of the electronic services, or for the incompatibility between any electronic services and any systems, hardware, or software, including those you may use to access the electronic services, nor any other problems, damages, or liabilities due to causes beyond DPFCU's reasonable control. DPFCU, its affiliates, and its service providers have no obligation to correct any bugs, defects, or errors in the electronic services, or to otherwise support, maintain, improve, modify, upgrade, update or enhance the electronic services. Nothing herein shall be construed as limiting or reducing DPFCU's responsibilities and obligations to you required by applicable laws and regulations. Under no circumstances will DPFCU or any service provider be liable for any lost profits, lost opportunity or any indirect, consequential, incidental, special, punitive, or exemplary damages arising out of any use of or inability to use any electronic services or any portion thereof, regardless of whether such service provider has been apprised of the likelihood of such damages occurring and regardless of the form of action, whether in contract, warranty, tort, (including negligence), strict liability, or otherwise. By identifying specific device, hardware, or software requirements for use with the electronic services, DPFCU, its affiliates, and its service providers do not recommend, endorse, or make any representation or warranty of any kind regarding the performance or operation of such device, hardware, or software or the performance or operation of the electronic services thereon. You are responsible for the selection of your device, hardware, and software, and for all issues relating to the performance, operation, and costs associated therewith. DPFCU, its affiliates, and its service providers shall not be liable or responsible for any delay or failure under this agreement if such delay or failure results from circumstances beyond such party's reasonable control, such as fire, explosion, labor dispute, earthquake, casualty or accident, failure of transportation facilities and/or services, failure of telecommunications facilities and/or services including internet services, epidemic, flood, drought, or by reason of war, revolution, civil commotion, blockade or embargo, act of god, any

inability to obtain any requisite license, permit or authorization, or by reason of any law, proclamation, regulation, ordinance, demand or requirement of any government or by reason of any other cause whatsoever, whether similar or dissimilar to those enumerated.

INDEMNIFICATION

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless DPFCU and its affiliates, employees, contractors, officers, directors, Service Providers, agents, representatives, successors, and assigns from and against any and all demands, liabilities, claims, damages, losses, costs, expenses, and harms, including reasonable attorneys' fees and expenses (including any of the foregoing incurred in enforcement of this indemnity provision), that arise from or in connection with: (i) your misuse of the Electronic Services; (ii) your breach of this agreement; (iii) any information you provide through the Electronic Services; or (iv) your violation of any third party rights, including without limitation, any copyright, property or privacy right. DPFCU reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with DPFCU in asserting any available defenses. This indemnity obligation will survive any expiration or termination of this agreement and your use of the Electronic Services.

CHANGES TO THIS AGREEMENT

We may change this Agreement at any time. For example, we may add, delete, or amend terms or services. Any changes will be incorporated into this Agreement and made available through our Online/Mobile Banking and on our website. Depending on the nature of the change; we may also notify you of such changes by mail or by e-mail or other direct communication. For certain changes, you may also be prompted to agree to the updated Agreement before continuing to access or use the Electronic Services. If you access or use any Electronic Services after the effective date of a change, your access or use indicates your agreement to the change(s).

ACCEPTANCE OF THIS AGREEMENT

By accessing or using Online/Mobile Banking, you agree to abide by the terms and conditions of this Agreement, all applicable Addendums, and the Member Account Agreement. You can terminate this Agreement at any time by notifying us in writing and by discontinuing the use of your Login ID. The termination of this Agreement will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Login ID after this Agreement has been terminated.

BY CLICKING "AGREE", YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL ELEMENTS HEREOF, INCLUDING AS THIS AGREEMENT MAY BE CHANGED OR AMENDED IN THE FUTURE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE BROWSER BACK BUTTON AS AVAILABLE.

If you **DO NOT ACCEPT AND AGREE** to all the terms and conditions of this agreement, you are not permitted to access or use any Online/Mobile Banking services.