

## Velocity Credit Union Online Banking Service Terms (the “Agreement”)

1. **General.** This Agreement applies to the Velocity Credit Union Online Banking Service (as defined in Section 6.a), including those services provided through the Online Banking Service platform such as the Online Bill Pay Service (as defined in Section 6.b), the Person-to-Person (P2P) Payment Service (as defined in Section 6.c), the Mobile Deposit Service (as defined in Section 6.d), and the other services or functionality provided through the Online Banking Service platform from time to time (such as electronic statement services, alerts, etc.) (collectively, the “Services”). Without limiting any rights we may have under the service terms or agreements applicable to your use of any of our previous online banking services, this Agreement will govern your use of the Services described above as of and from the date you accept this Agreement. By using the Services or by authorizing anyone else to use the Services, you agree to the terms herein and any additional terms that we may provide to you in accordance with this Agreement. This Agreement is in addition to and does not replace the Velocity Credit Union Agreements and Disclosures consisting of the Membership Requirements, the Account Agreement, the Account Disclosures, the Electronic Services Agreement and Disclosure, the Funds Availability Policy Disclosure, and the Substitute Checks Policy Disclosure (the “Agreements and Disclosures”). In the event of any conflict between this Agreement and the Agreements and Disclosures, the terms of the Agreements and Disclosures shall control. In the event of any conflict between this Agreement and any other agreements you have with us, the terms of this Agreement shall control unless the terms of any other agreement expressly supersede the terms of this Agreement.

In this Agreement, the terms “we,” “us,” and “our” mean Velocity Credit Union (“Velocity”). For natural person Accounts, the words “you” and “your” mean each person who applies for the Services and each person who is an Account owner, and any other person authorized (as set forth under Section 3) to transact business on any Velocity Account that may be accessed by way of the Services. For business Accounts, the words “you” and “your” mean the business, all of the authorized signers on the business Account in their individual capacity, and any other person authorized (as set forth under Section 3) to transact business on any Velocity Account that may be accessed by way of the Services. Unless otherwise defined herein, “Account” means any Velocity deposit, loan or share account of an individual or business owner.

2. **Computer Equipment and Software.** You may access the Online Banking Service by visiting our website at <https://www.velocitycu.com> or by installing an application to access the Online Banking Service via your mobile device (if available). You must have a Velocity Member Number/Username and Password to access the Online Banking Service. You also will need an Internet access device, access to the Internet, and acceptable Internet browser software. Please refer to the Velocity website for a current list of acceptable Internet browsers. All browsers must support 128-bit encryption and be enabled to accept cookies. Some Services may require that you use the Service through a compatible Internet browser or application installed on your mobile device. You are responsible for any and all hardware, software, and Internet access fees required to access the Services.
3. **Safeguarding Your Velocity Member Number/Username and Password.** When you use the Services, you will access your Accounts by way of your “Velocity Member Number/Username” and “Password”. We reserve the right to require additional login procedures in order to authenticate the user. You agree to keep your Velocity Member Number/Username and Password secure by memorizing it or keeping it in a safe place, not disclosing it to any third party other than those to whom you provide your express authorization, and not recording or displaying your Velocity Member Number/Username and Password in such a manner that it will be accessible by unauthorized third parties. **You understand that any person with access to your Velocity Member Number/Username and Password will be able to access all of your Account information through the Services, including all deposit and loan Accounts, and perform transactions, including withdrawing funds and transferring funds to other Accounts or persons.** Subject to the Agreements and Disclosures and applicable law, you agree that the use of the Velocity Member Number/Username and Password by you, any other applicant, any party to any of your Accounts that may be accessed by the Velocity Member Number/Username and Password, anyone you permit or authorize to use your Velocity Member Number/Username and Password, and anyone to whom you disclose your Velocity Member Number/Username and Password or give access to your Velocity Member Number/Username and Password is deemed an “Authorized Use” for which you are liable. If you authorize other persons to use your Velocity Member Number/Username and Password in any manner, your authorization is considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization, and you are responsible for any transactions made by any such persons until you notify us in writing that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon your notification.

Subject to the Agreements and Disclosures and applicable law, you are responsible for reporting the loss, theft, or compromise of your Velocity Member Number/Username and Password to us as soon as possible after the loss, theft, or compromise. Please refer to Section 10 of this Agreement and the Agreements and Disclosures for additional information as to how to report the loss, theft, or compromise of your Velocity Member Number/Username and Password. For your security, in the event that someone tries to access your Account without knowing your Velocity Member Number/Username and Password, the Services will deny access to your Account after a certain number of incorrect Velocity Member Number/Username and Password entries. Additionally, we may restrict access to the Services if we suspect fraudulent activity. In such event, you must contact the Velocity Contact Center as provided in Section 10 of this Agreement and the Agreements and Disclosures to have access to the Services restored.

4. **Internet and Wireless Security.** You understand that communications over public networks (e.g., from an Internet access device generally available to the public) and wireless communications (e.g. over a wireless network generally available to the public or through a mobile device) may not be encrypted and that there are risks in accessing the Online Banking Service via a public or wireless network. Subject to

the Agreements and Disclosures and applicable law, you expressly agree to assume all such risks. Communications over public networks and wireless communications (such as text messaging) may not be confidential or secure. Accordingly, you agree to exercise precautions to safeguard your mobile device, your identity, your Accounts, and your Account information. You understand that anyone who obtains possession of a mobile device of yours that has been registered for text messaging (if available through the Online Banking Service) will be able to obtain your Account information without inputting your Velocity Member Number/Username and Password. You agree never to provide your personal information or Account information to any person or through any public or wireless network you do not know or whose identity you cannot verify. If you do, you assume all risks, subject to applicable law. **We will never contact you by telephone, text messaging, email, or otherwise and ask you to provide us your personal or Account information, including your Social Security number, user name, Velocity Member Number/Username and Password, or Account numbers.** You agree not to disclose your personal and Account information to unknown persons through these mediums for any reason. You agree to remain vigilant for phishing and other fraudulent scams and notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or Velocity. You agree to notify us immediately if your mobile device is lost, stolen, or destroyed or if you change your telephone number, email address, or other contact information. You understand that, if your mobile device is lost or stolen, you may not receive important messages that we have sent to you. Subject to the Agreements and Disclosures and applicable law, we are not responsible for messages not received from us and any associated messaging fees. If you fail to exercise reasonable care to protect your identity and safeguard your mobile device and Accounts, we will not be liable.

5. **Termination of the Online Banking Service.** You or any other party to your Account can terminate your access to the Online Banking Service by notifying us. Termination of the Velocity Online Banking Service will also terminate access to the Services dependent on the Online Banking Service platform. Include your name, Account number, address, signature, and date of request in your notification. Unless otherwise indicated, termination of the Online Banking Service, does not terminate your other relationships with us, and is effective upon our processing of your termination request. We will use commercially reasonable efforts to process your termination request in a timely manner and in no event later than 30 days after our receipt of the request. Termination of the Services does not affect the rights and obligations of the parties to this Agreement for transactions initiated prior to termination. Notwithstanding your termination of the Services, you remain responsible for any transactions initiated by any person to whom you have furnished your Velocity Member Number/Username and Password. We reserve the right to terminate your use of any of the Services at any time without prior notice.
6. **Terms and Conditions Applicable to Specific Services.** The software and other functionality supporting some or all of the Services may be provided by Velocity's third party service providers, and the terms and conditions applicable to those Services are set forth below. The below terms and conditions are in addition to any terms and conditions between you and the third party service provider, if any. Capitalized terms not defined below shall have the meanings attributed to them elsewhere in this Agreement. In the event of any conflict between other parts of this Agreement and any of the terms and conditions set forth below, the other parts of this Agreement shall control unless the applicable term of the below Section expressly supersedes the other parts of this Agreement.

a. Online Banking Service

- i. As used in this Section 6.a, the term "Online Banking Service" means the electronic service provided by Velocity that allows you to perform certain Account inquiries and transactions using a device with Internet access. For clarity, the term "Online Banking Service" does not include the Services that may be available through, but are not part of, the Online Banking Service; which Services are defined in and subject to the terms and conditions applicable to the Service set forth in the appropriate subsection of this Section 6 or otherwise made available to you in connection with the Service.
- ii. You understand that the terms of this Section 6.a govern your use of the Online Banking Service. You also understand that you are liable for all Authorized Use of your Velocity Member Number/Username and Password, as those terms are defined in Section 3.
- iii. You agree to keep your Velocity Member Number/Username and Password strictly confidential. You understand that if you disclose your Velocity Member Number/Username and/or Password to another person, whether it is through intentional, accidental or negligent action, it may constitute an Authorized Use of the Velocity Member Number/Username and/or Password should someone else access your Account.
- iv. You understand that Velocity can revoke the use of any of the Online Banking Service at any time, without liability to Velocity. Velocity may also issue a new Password at any time or require you to choose a new Password at any time, at its discretion.
- v. The Online Banking Service provides the following inquiries, transactions, and other services:
  - A. Balance inquiries.
  - B. Deposit, withdrawal check clearings, and transfer histories for 30 days or more.
  - C. Dividend inquiries.
  - D. Ability to change Password.
  - E. Funds transfer among checking, savings, line-of-credit and money market accounts as allowed by other Velocity

procedures and applicable law.

- F. If made available by Velocity, links to third party services which may provide functionality beyond what is available as part of the base Online Banking Service platform, such as the ability to conduct credit card balance inquiries.

You understand that the various agreements and contracts that govern your use of the above named inquiries, transactions, and other services, including, without limitation, the Agreements and Disclosures, are hereby incorporated into this Section 6.a.

- vi. You agree to notify Velocity immediately of any loss or theft of your Velocity Member Number/Username and/or Password. You understand that Velocity may freeze your Accounts to prevent any further access by electronic means. Velocity may, at its discretion, reissue and reactivate a new Username or Password for your use.
- vii. You understand that Velocity may terminate your use of any of the Online Banking Service at any time.
- viii. The Electronic Funds Transfer Act (the “EFT”) and Regulation E establish your rights and responsibilities under the law regarding certain types of electronic transactions and pre-authorized transfers. The Truth in Lending Act and Regulation Z establish your rights and responsibilities under the law regarding certain types of electronic transactions that involve loans or credit cards. Through the Agreements and Disclosures or otherwise, Velocity has provided you with the required Regulation E and Regulation Z disclosures prior to activating the Password established herein and providing access to the electronic services described herein. Those disclosures are hereby incorporated as part of this Section 6.a.

b. Online Bill Pay Service

- i. **Additional Definitions.** As used in this Section 6.b, the term “Online Bill Pay Service” means the Service described in this Section 6.b. You may use the Online Bill Pay Service to direct Velocity to make payments from your designated checking account to the “Payees” you choose in accordance with this Section 6.b. “Payee” means anyone, including Velocity, that you designate to pay and Velocity accepts as a payee.

- ii. **Instructions for Setting Up Payees & Payments.**

- A. *Payees:* If you want to add a new “Payee,” first select the “Payee” tab located in the Online Bill Pay Service or speak to a service representative. Velocity reserves the right to refuse the designation of a “Payee” for any reason.
- B. *Payments:* You may add a new payment to a “Payee” by accessing the Online Bill Pay Service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the Online Bill Pay Service.
  - You may pay any “Payee” within the United States (including U.S. territories and APOs/ AEOs).
  - Velocity is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

- iii. **The Bill Paying Process.**

- A. *Single Payments:* A single payment will be processed on the business day that you designate as the payment’s processing date, provided the payment is submitted prior to the daily cut-off time on that date. Velocity’s business days are as set forth in the Agreements and Disclosures, and the daily cut-off time is controlled by Velocity. The daily cut-off time is subject to change by Velocity in its sole discretion and without notice, but subject, in all cases, to the Agreements and Disclosures and applicable law.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business day as the payment’s processing date, the payment will be processed on the first business day following the designated processing date.

- B. *Recurring Payments:* When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business day, it is adjusted based upon the following rules:
  - If the recurring payment’s “Pay Before” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business day date prior to the calculated processing date.
  - If the recurring payment’s “Pay After” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business day after the calculated processing date.

**Note:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the

month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

iv. **Single and Recurring Payments.** The Online Bill Pay Service will calculate the “Estimated Arrival Date” of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.

v. **Cancelling a Payment.** A bill payment can be changed or cancelled any time prior to the cut-off time on the scheduled processing date.

vi. **Available Funds.** Your use of the Online Bill Pay Service is in all cases subject to the Velocity’s Funds Availability Policy as set forth in the Agreements and Disclosures.

vii. **Liability.**

- A. You are solely responsible for controlling the safekeeping of and access to your “Personal Identification Number” (“PIN”), if a PIN is issued to you in connection with the Online Bill Pay Service. The PIN for the Online Bill Pay Service may be separate from your Velocity Member Number/Username and Password, but you are responsible for safeguarding your PIN in the same manner as you are required to safeguard your Velocity Member Number/Username and Password under this Agreement.
- B. If you want to terminate another person's authority to use the Online Bill Pay Service, you must notify Velocity and arrange to change your PIN.
- C. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- D. Velocity is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- E. Velocity is not liable for any failure to make a bill payment if you fail to promptly notify Velocity after you learn that you have not received credit from a Payee for a bill payment.
- F. Velocity is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Velocity’s agent.

viii. **Termination.**

- A. Velocity has the right to terminate the Online Bill Pay Service at any time.
- B. You may terminate the Online Bill Pay Service upon written notice to Velocity in accordance with the terms of this Agreement.
- C. Velocity is not responsible for any fixed payment made before Velocity has a reasonable opportunity to act on your termination notice.
- D. You remain obligated for any payments made by Velocity on your behalf.

c. Online Person-to-Person Payment Service

i. **Additional Definitions.** As used in this Section 6.c, the term “Online Person-to-Person Payment Service” or “P2P Service” means the Service described in this Section 6.c. The Online Person-to-Person Payment Service allows a “Sender” to “Transfer” funds to a “Recipient” through electronic means. “Recipient” means the cardholder to whom the Sender Transfers funds. “Sender” is the Velocity cardholder that Transfers funds to another person through the Online Person-to-Person Payment Service. “Transfer” means an electronic movement of funds from an Account at Velocity to an account of another party by means of the Online Person-to-Person Payment Service, and “Transfer Instructions” means the information that you provide when using the Online Person-to-Person Payment Service. Finally, as used in this Section 6.c, the term “Service Provider” means Acculynk, a company that arranges for person-to-person payments to customers of any U.S. financial institution, and “Site” means the Service Provider’s electronic location accessed by a user through a mobile phone, computer or other access device.

ii. **Description of Online Person-to-Person Payment Service and Consent.** Velocity debit cardholders may send one-time Transfers to Velocity members or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer or a mobile phone. You may register for the Online Person-to-Person Payment Service which will make future Transfers more

convenient for you. To use the Online Person-to-Person Payment Service you are providing information to our Service Provider from your mobile phone, desktop, laptop, or other computer. Service Provider is a vendor of Velocity.

By participating in the Online Person-to-Person Payment Service, you are representing to Velocity that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from Velocity or its agent, regarding the Transfers and represent to Velocity that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

Unauthorized use of the Online Person-to-Person Payment Service is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. Velocity or its Service Provider may monitor and audit usage of the Online Person-to-Person Payment Service. You are hereby notified that the use of the Online Person-to-Person Payment Service constitutes consent to such monitoring and auditing.

- iii. **Eligibility.** Individuals aged 18 years and older with a debit card issued by Velocity are eligible to use the Online Person-to-Person Payment Service to send funds to a Recipient. Any individual age 18 years and older with an account in the United States that may receive point of sale ("POS") or automated clearing house ("ACH") transactions may use the Online Person-to-Person Payment Service to receive funds that are transferred by the Sender. The Online Person-to-Person Payment Service is not offered to individuals under the age of 18. Other restrictions and eligibility requirements apply as described in this Section or other disclosures, including the Agreements and Disclosures. Velocity does not knowingly collect any personal information from or about individuals under 18 years of age. Please do not submit such information to the Velocity, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Online Person-to-Person Payment Service, you represent that you meet these requirements.
- iv. **Transfers.** You may make one-time Transfers by entering your debit card number and email address. The Sender provides the Recipient's email address or mobile phone number, and the Online Person-to-Person Payment Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer and the fee. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institutions for deposit to the Recipient's account. If the Sender and Recipient are both Velocity members enrolled in the Online Person-to-Person Payment Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are both enrolled in the Online Person-to-Person Payment Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. Velocity is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Section and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any electronic funds transfer ("EFT") network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "NACHA/EFT Rules"). The parties agree to be bound by such NACHA/EFT Rules as in effect from time to time. In accordance with such NACHA/EFT Rules, any credit to an Account shall be provisional until the Velocity or the third party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize Velocity, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You authorize Velocity to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA

- v. **Sender Acknowledgment.** By using the Online Person-to-Person Payment Service, you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of the Online Person-to-Person Payment Service for any reason including attempting insufficient funded Transfers.

- vi. **Recipient Acknowledgment.** By using the Online Person-to-Person Payment Service you as the Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case the funds will be transferred through the Automated Clearing House.

It is important that you enter accurate information. You agree that Velocity, the receiving financial institution and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

By using the Online Person-to-Person Payment Service you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, Velocity reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

- vii. **Fees and Limitations on Transfers.** Velocity will establish a per-transaction limit on the dollar amount you may Transfer using the Online Person-to-Person Payment Service (initially [\$500.00]). The Velocity may also establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. These limits are subject to change by Velocity in its sole discretion and without notice, but subject, in all cases, to the Agreements and Disclosures and applicable law. You may send multiple Transfers each day; a separate fee is charged for each Transfer you send. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the account from which the debit card is authorized to transfer funds. Such transfers may overdraw your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. Your financial institution may also charge a transaction fee.

- viii. **Timing of Transfers.** Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.
- ix. **Issues Affecting the Posting of Transfers.** You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize Velocity to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither Velocity nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

- x. **Security.** The Sender and Recipient of funds may choose to register for the Online Person-to-Person Payment Service to simplify their future use of the Online Person-to-Person Payment Service. They will be asked to create a username and password and you are responsible for keeping them secure. The username and password for the Online Person-to-Person Payment Service may be separate from your Velocity Member Number/Username and Password, but you are responsible for safeguarding the username and password in the same manner as you are required to safeguard your Velocity Member Number/Username and Password under this Agreement. We will not ask you for your password for the Online Person-to-Person Payment Service.

If the financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

- xi. **Cookies, Browser Information and Related Issues.** When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Online Person-to-Person Payment Service by assisting in "authenticating" who you are when you access the Site or the Online Person-to-Person Payment Service, particularly if you register for the Online Person-to-Person Payment Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Online Person-to-Person Payment Service. This data may be used, among other uses, to improve the operation of the Site and the Online Person-to-Person Payment Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

- xii. **Access to Information about You.** You may review and update the personal information maintained about you in the "Manage Account" section of the Site at any time to ensure that it is accurate.

Once you close your Accounts with Velocity or you no longer have a debit card, you may no longer send Transfers. However your Account information will be maintained for a retention period to accommodate any residual issues that may arise.

- xiii. **Limitations of Warranties.** THE SITE AND THE ONLINE PERSON-TO-PERSON PAYMENT SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS 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 ONLINE PERSON-TO-PERSON PAYMENT SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OR 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.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF VELOCITY AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ONLINE PERSON-TO-PERSON PAYMENT SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ONLINE PERSON-TO-PERSON PAYMENT SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ONLINE PERSON-TO-PERSON PAYMENT SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ONLINE PERSON-TO-PERSON PAYMENT SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS.

- xiv. **Limitation on Liability.** SUBJECT TO THE AGREEMENTS AND DISCLOSURES AND APPLICABLE LAW, IN NO EVENT SHALL VELOCITY OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ONLINE PERSON-TO-PERSON PAYMENT SERVICE CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ONLINE PERSON-TO-PERSON PAYMENT SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ONLINE PERSON-TO-PERSON PAYMENT SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.
- xv. **Limitation on Damages.** SUBJECT TO THE AGREEMENTS AND DISCLOSURES AND APPLICABLE LAW, VELOCITY'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS SECTION 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.
- xvi. **Time for Making a Claim.** IN NO EVENT SHALL VELOCITY OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ONLINE PERSON-TO-PERSON PAYMENT SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ONLINE PERSON-TO-PERSON PAYMENT SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION 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.

d. Mobile Deposit Service

- i. **Additional Definitions.** As used in this Section 6.d, the term "Mobile Deposit Service" means the Service described in this Section 6.d. The Mobile Deposit Service, if made available to you, allows you to electronically present images of certain types of checks along with additional deposit related information to us, or to a processor we select, for deposit into an Account using your smartphone.
- ii. **Introduction.** The Mobile Deposit Service has eligibility requirements in which we can change the qualifications without notice. You agree that we may change the requirements for use of, suspend, or discontinue the Mobile Deposit Service or your use of the Mobile Deposit Service at any time without prior notice to you. You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to us is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.



Delivery and receipt of information, including but not limited to, instructions you give us, may be delayed or otherwise impacted by factor(s) affecting your phone carriers, other parties, or because of other reasons that we cannot control. You accept the risk that an item may be intercepted or misdirected during transmission. We will not be liable for losses or damages arising from any disclosure of account information to third parties; failed, delayed, or misdirected delivery; or mishandling or of inaccurate content in information and instructions transmitted using the Mobile Deposit Service.

You agree that we may, at our sole discretion and without liability to you, decide to accept or decline for deposit any item that you present to us using the Mobile Deposit Service. For each item you present using Mobile Deposit Service, we will tell you if we have accepted or declined the item. Your receipt of this information does not mean that the transmission was error free or complete. You are responsible to determine whether a deposit has been accepted by us and deposited to your account by checking your deposit history. You will not receive any other notice of acceptance.

You agree that once we have accepted an item for deposit, you will mark the item as “processed” and never re-present the item. The original check deposited to the system should be retained by you for 60 days and then properly destroyed. If the check is presented for a second time, it will be considered a duplicate check and charged back to your account in which you are liable.

If requested by us, you agree to, within 5 business days, provide the original check and/or a copy of the front and back of any item presented using the Mobile Deposit Service in order to aid in our clearing and collection process.

You acknowledge that if a deposit is dishonored and returned unpaid for any reason, including but not limited to duplicate presentment, we may charge back the item to your account. We may correct the amount of any deposit by debiting or crediting your account(s) within a reasonable time after discovery of an error. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. You will cooperate with us to investigate unusual transactions or poor quality transmissions, and resolution of claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit Service in your possession and your records relating to such items and transmissions.

iii. **Check Image Guidelines.** You will submit check images to us using the following conditions and format:

- A. Check images may only be submitted for original checks payable to you or a joint account owner or signer on the account, no third party checks will be accepted.
- B. Checks must be drawn on financial institutions located in the United States and must be payable in United States currency.
- C. A check image may not be submitted for an original check drawn from the same account into which you are depositing the check.
- D. Check images may not be submitted for “substitution checks” or remotely created checks.
- E. Only one check image may be submitted for each check.
- F. Check images may not be submitted for any check that:
  - is stamped with a “non-negotiable” watermark;
  - contains alteration or evidence of alteration of which you know to be fraudulent or not authorized by the owner of the account on which the check is drawn;
  - is incomplete;
  - is “stale” or “post” dated; or
  - has been previously presented for payment and returned not payable as a result of insufficient funds, stop payment or other reasons.

iv. **Check Endorsement Requirements.** Prior to scanning a check, you will restrictively endorse the back of the check with **your signature** and the words “**for deposit only**” before scanning an image. Checks must be endorsed as written to the payee. Checks must be endorsed within endorsement guidelines. Third party checks may not be accepted for deposit.

v. **Availability and Use of Mobile Deposit Service.** We are not responsible for any difficulties or any damages that you may incur as a result of unavailability of the Mobile Deposit Service. In order to use the Mobile Deposit Service, you must use, at your expense, compatible hardware and software. We are not responsible for any third party software or mobile application

you may need to use the Mobile Deposit Service. We may change requirements at any time without prior notice. You may need to upgrade the mobile application to use the Mobile Deposit Service.

You agree that items transmitted using the Mobile Deposit Service are not subject to the funds availability requirements of Reg. CC. In general, if an image of an item you transmit through the Mobile Deposit Service is received and accepted before the daily cut-off time (currently 5 P.M. Central Time) on a business day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day. Our business days are as set forth in the Agreements and Disclosures, and the daily cut-off time is controlled by Velocity. The daily cut-off time is subject to change by Velocity in its sole discretion and without notice, but subject, in all cases, to the Agreements and Disclosures and applicable law. Funds deposited using the Mobile Deposit Service will generally be made available in accordance with the terms of our Funds Availability Policy in our Agreements and Disclosures. It is your responsibility to confirm deposited checks have been received and funds are available.

We have the right to refuse or reject any item presented for deposit. If we refuse or reject an item, we are not responsible for any late fees incurred or any other applicable fees.

- vi. **Deposit Limits.** You agree that we may establish and, without notice to you, but subject, in all cases, to the Agreements and Disclosures and applicable law, change limits on the dollar amount and number of items that you may present for deposit using the Mobile Deposit Service without liability to us. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to accept similar items for deposit on a future date. The current daily dollar limit is [\$5,000.00] per business day. In addition, the current monthly dollar limit is [\$50,000.00] per any 30 consecutive calendar day period. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded.
- vii. **Image Quality.** The check image must be legible to include the entire MICR line and within the designed perimeters. We must be able to receive a legible image of the front of the check to include the maker, payee, drawer bank, and signature of the maker. An error message may be received if the quality or the check image does not fit in the perimeters of the phone. We may reject a transmitted image if it does not meet the image quality requirements.
- viii. **Representations and Warranties.** You warrant to us that:
  - A. You will only transmit eligible items that are suitable for processing as outlined in this Section.
  - B. You will not transmit duplicate items.
  - C. You will not re-deposit or re-present the original item.
  - D. All information you provide to us is accurate and true.
  - E. You will review and verify for accuracy the information contained in any item before you transmit it to us.
  - F. You will comply with this Section and all applicable rules, laws and regulations.
  - G. You are not aware of any factor which may impair the collectability of the item.
  - H. You will properly secure all hardware you use in connection with the Mobile Deposit Service and use maximum caution in protecting your hardware and security credentials from unauthorized access.
  - I. You will maintain control over and be responsible for secure retention, storage, and destruction of original items.
- ix. **Errors and Unauthorized Use.** You must notify us of any errors (or suspected errors) related to the items deposited through the Mobile Deposit Service as soon as possible after they occur, and in no event later than 30 days after the related account statement is sent. You can contact the Velocity Contact Center at the numbers identified below. Unless you notify us within this time period, the account statement containing the deposits made through the Mobile Deposit Service is deemed correct, and you cannot bring a claim against us for any alleged errors. You also agree to notify us immediately if you become aware of any loss or theft of, or any unauthorized use of the Mobile Deposit Service or your security credentials.
- x. **Termination.** We may terminate the Mobile Deposit Service at any time and for any reason. Without limiting the foregoing, the Mobile Deposit Service may be terminated if you breach any term of this Section, if you use the Mobile Deposit Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your Agreements and Disclosures or any other agreement with us.

e. **Additional Services.** We may introduce new services or enhance the existing Services from time to time. We will notify you or

make general announcements when new or enhanced services are available. By requesting and using new services when they become available, you acknowledge and agree that services are governed by this Agreement as well as any additional terms and conditions we may provide to you.

7. **No Warranty.** WITHOUT LIMITING THE SPECIFIC DISCLAIMERS OF WARRANTIES SET FORTH ABOVE, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER VELOCITY NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR PERFORMANCE UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.
8. **Limitation of Liability.** WITHOUT LIMITING THE SPECIFIC LIMITATIONS OF LIABILITY SET FORTH ABOVE BUT SUBJECT TO THE AGREEMENTS AND DISCLOSURES AND APPLICABLE LAW, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT, YOUR SOFTWARE, THE SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS IN ANY MATERIAL PROVIDED TO YOU IN CONNECTION WITH THE SERVICES. SUBJECT TO THE AGREEMENTS AND DISCLOSURES AND APPLICABLE LAW, IF WE DO NOT COMPLETE A TRANSFER YOU HAVE REQUESTED, WE MAY BE LIABLE TO YOU, BUT ONLY FOR YOUR ACTUAL LOSSES AND DAMAGES UP TO THE AMOUNT OF THE TRANSFER. WITHOUT LIMITING THE SPECIFIC LIMITATIONS OF LIABILITY SET FORTH ABOVE BUT SUBJECT TO THE AGREEMENTS AND DISCLOSURES AND APPLICABLE LAW, WE WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE, OR THE SERVICES.

**ADDITIONALLY, WITHOUT LIMITING THE SPECIFIC LIMITATIONS OF LIABILITY SET FORTH ABOVE BUT SUBJECT TO THE AGREEMENTS AND DISCLOSURES AND APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE:**

- o if, through no fault of ours, you do not have adequate funds in your Account to complete a transaction or your Account is closed;
  - o if you have not properly followed any applicable mobile device, internet or cellular data access, or user instructions.;
  - o if your internet access device or mobile device fails or malfunctions or the Services were not properly working and such problem should have been apparent when you attempted the transaction;
  - o if circumstances beyond our control (such as fire, flood, telecommunication outages, organized labor strikes, equipment or power failure) prevent us from making the transaction;
  - o if the funds in your Account are subject to an administrative hold, legal process, or other claim;
  - o if you have not given us complete, correct, and current instructions so that we can process the transfer;
  - o if the error was caused by a system beyond our control, such as that of your internet or cellular data access provider;
  - o if you do not authorize a transfer soon enough for your transfer to be made;
  - o if you have closed the Account to or from which the transfer was to be made; or
  - o for other exceptions established by us from time to time.
9. **Force Majeure.** Without limiting the specific limitations of liability set forth above but subject to the Agreements and Disclosures and applicable law, we are not liable to the you for any failure of delay in performance caused by reasons beyond our reasonable control, including but not limited to, restrictions of law, regulations, orders or other governmental directive, labor disputes, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, internet failures or delays, storms or other similar events.
10. **Contact in Event of Unauthorized Transfer or As Otherwise Needed; Other Notices.** If you believe your Velocity Member Number/Username or Password or your PIN, username, password, or other credentials for any specific Service (if any) has been lost, stolen, compromised, or that someone has transferred or may transfer money from your Account without your permission or you have any other questions regarding the Services or this Agreement call or write to us at:

**Velocity Credit Union**

Velocity Contact Center: (512) 469-7000 in Austin; (800) 933-2029 toll free

P.O. Box 1089  
 Austin, Texas 78767-1089

All other notices under this Agreement (e.g. legal notices) must be in writing and must be sent in accordance with the Agreements and Disclosures.

11. **Indemnification.** IN ADDITION TO EACH OTHER INDEMNIFICATION OBLIGATION HEREIN (IF ANY) BUT SUBJECT TO THE AGREEMENTS AND DISCLOSURES AND APPLICABLE LAW, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD VELOCITY, ITS SERVICE PROVIDERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ALL COSTS, CLAIMS, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF THE SERVICES OR IF YOU VIOLATE THIS AGREEMENT.
12. **Compliance with Law.** You may not use the Services in any way that violates applicable law. You may not use the Services from any location where the content provided by the Services or use of the Services is illegal, and you assume all responsibility and risk of loss if you do so.
13. **Fees.** Use of the Services is subject to applicable fees as set forth in our Fee Schedule and other agreements we have with you. You are also responsible for any fees charged to us by third parties in connection with your use of the Services. We may charge any Account on which you are an owner for all such fees without advance notice to you.
14. **Access.** The Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a brief period each week for system maintenance. We are not liable under this Agreement for failure to provide access to the Services or for service interruptions due to system maintenance or a system failure or other unforeseen acts or circumstances.
15. **Severability.** In the event that any provision of this Agreement is determined to be invalid, unenforceable, or otherwise illegal, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.
16. **Entire Agreement; Amendments.** This Agreement, together with the Agreements and Disclosures, constitutes the entire agreement between Velocity and you as to your use of the Services. We reserve the right to add to, change, or delete the terms of this Agreement at any time subject to such notice as may be required by the Agreements and Disclosures and applicable law. Your use of any of the Services following receipt of any such notice constitutes your acceptance of any such change. Your use of the Services is subject to our policies, procedures, and existing regulations governing your Accounts and any future changes to those policies, procedures, and regulations. If you do not consent to a modification to this Agreement or the Services, you may terminate and discontinue your use of the Services at any time by notifying us in writing. You may not amend this Agreement unless we expressly agree to the amendment in writing.
17. **Assignment.** You may not assign this Agreement or any right or obligation under this Agreement without our prior written consent.
18. **Governing Law, Waiver of Class Action, Enforcement.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Texas to the extent not pre-empted by applicable federal law, and venue lies in Travis County, Texas. You agree that, by entering into this Agreement, you are waiving the right to participate in a class or representative action. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, this Agreement will prevail to the extent that any such law, regulation, or rule may be modified by agreement between us.
19. **Documentation.** You will receive a confirmation screen with reference information after every transfer you make. You may save or print this information for your records. All transactions made using the Services will be listed on your monthly Account statement. If you do not receive a monthly Account statement from us, you will receive a statement at least quarterly.
20. **Privacy Policy.** You may access our Privacy Policy relating to the collection and use of your information in connection with the Services or otherwise at <https://www.velocitycu.com/privacy>.
21. **E-Sign Agreement.** This Agreement constitutes an E-Signature and Electronic Disclosures Agreement and applies to all communications, documents, disclosures and electronic signatures related to the products, services and transfers offered or accessible through the Services.
  - a. **Agreement to Conduct Transactions by Electronic Means.** You agree to conduct the transfers offered through the Services by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use the Services and submit information to us, you agree to the electronic access, receipt and acceptance of documents, disclosures and forms. You may not use the Services unless you agree to receive documents by electronic means.
  - b. **Agreement to Use Electronic Signatures.** By accepting this Agreement, you are electronically signing this Agreement. You

specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in this Agreement just as if you had physically signed the same documents with a pen.

- c. **Agreement to Receive Disclosures Electronically.** You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of the Services through electronic means including web-based electronic interface, mobile phone interface or email.
- d. **Availability of Printed Copies.** We recommend that you print and retain copies of any of this Agreement, disclosures, or other related documents from your computer, mobile phone or other access device associated with all transactions utilizing the Services. There is no charge for you to download and print these documents.

Revised 06/17/2016