



Master Agreement
Velocity Credit Union Online Banking Service Terms
(the "Agreement")
Revised: January 2026

- 1. General.** This Agreement applies to the Velocity Credit Union Online Banking Service, including those services provided through the Online Banking Service platform such as the Online Bill Pay Service, the Mobile Deposit Service, and the other services or functionality provided through the Online Banking Service platform as updated from time to time by Velocity Credit Union (e.g., new products and services, electronic statement services, alerts, etc.) (collectively, the "Services"). Certain Services provided through the Online Banking Service platform may require that you accept additional terms required by us or our third-party providers ("Additional Terms"). When you accept any Additional Terms, the Additional Terms will be considered part of this Agreement and will control over these Online Banking Service Terms to the extent of any conflict, but only with respect to the Service to which the Additional Terms relate. 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 from the date you accept this Agreement. By using the Services or by authorizing anyone else to use the Services, you accept and agree to the terms of this Agreement, including all Additional Terms. This Agreement is in addition to and does not replace the Velocity Credit Union Agreements and Disclosures consisting of the application for membership, the Account Agreement, the Account Disclosures, the Electronic Services Agreement and Disclosure, the Funds Availability Policy Disclosure, and the Substitute Checks and Your Rights (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 Additional Terms, 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 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. Equipment and Software.** You may access the Online Banking Service by visiting our website at <https://www.velocitycu.com> or by installing Velocity's mobile banking application on a compatible mobile device. You must have a valid Velocity Member Number/Username and Password to access the Online Banking Service. You are responsible for obtaining and maintaining, at your own expense, all equipment, software, mobile devices, operating systems, Internet service, and other services necessary to access the Online Banking Service. This includes, without limitation, a compatible Internet browser or mobile application, a reliable Internet connection, and any required updates. Velocity may establish, modify, or discontinue technical, security, or compatibility requirements for accessing the Online Banking Service at any time. Certain services or features may require access through a compatible browser or a supported mobile application and may not be available on all devices or operating systems. Limitations, features, or security settings of the device, operating system, or software you use may affect your ability to access or use the Online Banking Service. Velocity is not responsible for any inability to access the Service due to device, software, or Internet limitations.
- 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. You agree not to disclose your Password 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 (subject, in all cases, to the Agreements and Disclosures and applicable law). 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 11 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 11 of this Agreement and the Agreements and Disclosures to have access to the Services restored.

Access to the Services may also utilize biometric login, where applicable. Biometric login is controlled by the biometric authentication service used on certain devices. We do not receive or store any biometric data from the login process. Your use of biometric login capabilities will not diminish or remove your obligations or responsibilities under this Agreement or the Agreements and Disclosures.

4. **Internet and Wireless Security.** You understand that communications over public networks (e.g., from an Internet access device generally available to the public), privately managed networks (e.g., home or business networks), and wireless communications (e.g., over a wireless network generally available to the public or through a mobile device) may not be encrypted or otherwise secure and that there are risks in accessing the Online Banking Service via a public, privately managed, or wireless network. Subject to the Agreements and Disclosures and applicable law, you expressly agree to assume all such risks. Communications over public networks, privately managed, and wireless communications (such as text messaging) may not be confidential or secure. Accordingly, you agree to exercise precautions to safeguard the networks over which you access the Services (such as your home network), to access the Services only from networks you reasonably believe are secure, and you agree to exercise precautions to safeguard your mobile device, your identity, your Accounts, and your Account information from unauthorized access (over an unsecured network or otherwise). 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) may 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, unsecured private, or wireless network you do not know or whose identity you cannot verify. If you do, you assume all risks, subject to the Agreements and Disclosures and applicable law. **Velocity will not contact you to request your Password, one-time passcode, or full login credentials. If someone contacts you claiming to be Velocity and requests this information, do not respond to them, and instead contact us immediately.** You agree not to disclose your personal and Account information to anyone in this manner 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 (subject, in all cases, to the Agreements and Disclosures and applicable law).
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. **Online Banking Service Terms.** As used in this Section 6, 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 including without limitation through Velocity’s digital banking website and/or mobile application. 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. We reserve the right to modify the scope of the Online Banking Service at any time without notice to you.

- a. You understand that the terms of this Section 6 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.
- b. 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.
- c. 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 you a new Password at any time or require you to choose a new Password at any time, at its discretion.
- d. The Online Banking Service is designed to allow you to access account information and perform banking transactions electronically. The Online Banking Service may include, without limitation, the ability to:
 - i. View account balances, transaction activity, and statements.
 - ii. Transfer funds between eligible Velocity accounts and, where available, to or from external accounts.
 - iii. Make payments, deposits, or withdrawals using available digital services.
 - iv. Manage account preferences, alerts, security settings, and user credentials.
 - v. Access additional banking features or services made available from time to time.

Not all features or services are available for all accounts, devices, or users. Availability may vary based on account type, eligibility, device capabilities, security requirements, or other factors determined by Velocity. Certain services accessible through Online Banking may be subject to additional terms and conditions, disclosures, or agreements, which are incorporated by reference and govern your use of those services. Velocity reserves the right to add, modify, suspend, or discontinue any feature or functionality of the Online Banking Service at any time without prior notice, subject to applicable law.

- e. 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.
- f. You understand that Velocity may terminate your use of any of the Online Banking Service at any time.
- g. 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 your Password and providing you access to the electronic services described herein. Those disclosures are hereby incorporated as part of this Section 6.
- h. Account alerts may also be available as part of the Online Banking Service. With the alerts service, we will send automated emails or text messages to you regarding your account. The alert service becomes effective only after you activate alerts through the alerts menu in the Online Banking Service. You can manage alert types and suspend, stop, or edit alerts at any time. At our sole discretion, we reserve the right to change the types of alerts available or to terminate alerts service at any time. You understand that Velocity does not encrypt alerts, and that anyone with access to your email or text messages may be able to view your alerts. Depending upon which alerts you elect to receive, messages may include information such as your account balance, payment due date, or other Account-related information. Alerts delivery may be subject to time lags and/or delays.
- i. The Online Banking Service may also provide numbers for you to engage in phone banking. The term “Phone Banking Service” means a service by which Velocity may allow you to perform certain Account inquiries and transactions otherwise available through the Online Banking Service by calling a designated number. The Online Banking Service provides the following inquiries, transactions, and other services, as and when available:

- i. Transfer funds between your checking, savings, or loan accounts.
 - ii. Obtain balances for any of your accounts.
 - iii. Review account balance and transaction history for any of your deposit accounts.
- j. Your use of the Online Banking Service and Phone Banking Service (and/or any Services provided through the same) is also subject to any Acceptable Use Policy as we may publish on our website (<https://www.velocitycu.com/>) from time-to-time. Without limiting the terms set forth in any such Acceptable Use Policy, you may not use the Services to:
- i. Infringe on any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in any mobile or software application.
 - ii. Engage in fraudulent activity or in the sale of counterfeit or stolen items, including but not limited to the use of the Services to impersonate another person or entity.
 - iii. Violate any law, statute, ordinance, or regulation including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising.
 - iv. Make false, misleading, or inaccurate statements.
 - v. Create liability for us or our service providers, or cause us to lose, in whole or in part, the services of any of our service providers.
 - vi. Make defamatory, libelous, threatening or harassing statements.
 - vii. Make statements that could be perceived as illegal, offensive, or objectionable.
 - viii. Interfere with or disrupt computer networks connected to the Services.
 - ix. Interfere with or disrupt the use of Services by any other user.
 - x. Use the Services in such a manner as to gain, or attempt to gain, unauthorized entry/access to others' computer systems.

In addition to providing the Online Banking Services as described above, we may provide additional Services subject to the Additional Terms and 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 applicable to the Services.

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. **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 IN THE EVENT THAT YOU VIOLATE ANY OF THE TERMS OF THIS AGREEMENT.
9. **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.
10. **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.
11. **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.

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 as published, and updated from time to time, at: <https://www.velocitycu.com/resources/fee-schedule/> and/or as set out in any 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 from time to time 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, 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 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. **Waiver of Class Action; Arbitration.** All disputes arising out of this Agreement are subject to the current Arbitration and Waiver of Class Action Relief clauses contained in the Agreements and Disclosures. Such clauses are incorporated into this Agreement by reference and, to the fullest extent permitted by law, will govern all disputes arising out of this Agreement.
20. **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.
21. **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>.
22. **Our Right to Contact You Via Phone, Text, Push Notification, or Email Address.** You agree to provide and maintain a valid telephone number and email address so that we may communicate with you regarding your accounts and services. You agree that Velocity may contact you at any telephone number or email address you provide to us for purposes related to account servicing, security, fraud prevention, authentication, collections, and other account-related matters. By providing a telephone number, you expressly consent to receive calls, text messages (SMS), and push notifications at that number, including messages delivered using an automated dialing system, prerecorded or artificial voice, or similar technology, for non-marketing purposes related to your accounts and services. This consent includes, without limitation, communications for account notifications, security alerts, fraud monitoring, one-time passcodes, device authentication, and other identity verification or authentication purposes. Some services may require multi-factor authentication, which may include the delivery of one-time passcodes by text message or approval requests sent via push notification. **You agree that Velocity may send these authentication communications to the phone number or device you have provided. YOU SHOULD NEVER SHARE A ONE-TIME PASSCODE. VELOCITY WILL NEVER ASK YOU TO DISCLOSE A ONE-TIME PASSCODE OR AUTHENTICATION CODE.** Messaging and data rates imposed by your wireless carrier may apply to any calls, text messages, or push notifications you receive. Velocity is not responsible for such charges. By providing an email address, you consent to receive email communications using automated systems for transactional, informational, servicing, security, or commercial purposes related to your accounts and services. You agree to promptly notify Velocity of any changes to your phone number, email address, or device and acknowledge that failure to do so may result in delayed or failed communications. Velocity is not responsible for losses or delays resulting from outdated or incorrect contact information.
23. **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 this Agreement, any disclosures, or other related documents from your computer, mobile phone, or other access device associated with all transactions utilizing the Services, for your records.

Appendix A — Online Banking Bill Pay Service Terms

Online Banking Bill Pay Service Terms

As used in these Online Banking Bill Pay Service Terms, the term “Online Bill Pay Service” means the bill payment Service made available through Velocity’s Online Banking platform and powered by a third-party service provider as described below. The Online Bill Pay Service allows you to view, schedule, and manage payments by directing Velocity to make payments from your designated checking account to the “Payees” you choose in accordance with these Online Banking Bill Pay Service Terms. “Payee” means any individual, company, or entity, including Velocity, that you designate for payment and that is accepted by the Online Bill Pay Service.

By using the Online Bill Pay Service, you agree to these Online Banking Bill Pay Service Terms.

Payees

You may add Payees through the Online Bill Pay Service or with assistance from a Velocity service representative. Velocity reserves the right to refuse, remove, or restrict any Payee for any reason, including but not limited to operational, risk, or compliance considerations.

You may pay Payees located within the United States, including U.S. territories and APO/FPO addresses, subject to service availability.

You are responsible for ensuring Payee information is accurate, complete, and current. Velocity is not responsible for payments that fail or are delayed due to incorrect or outdated Payee information.

Payments

Payments may be scheduled as one-time, recurring, or automatic payments (AutoPay), depending on Payee eligibility and service configuration.

Payments may be made using available payment methods, which may include electronic payments, check payments, or card-based payments. Not all Payees support all payment types. Velocity is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

Payment Processing and Timing

Scheduled Payments

When you submit a payment, it is considered “**Scheduled**” once accepted by the system. A scheduled payment indicates that instructions have been received but does not mean the payment has been completed or received by the Payee.

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. Payments submitted prior to the daily cut-off time on a business day will generally be processed on the selected processing date. Payments submitted after the cut-off time or on non-business days will be processed on the next business day.

Recurring Payments and AutoPay

Recurring payments and AutoPay payments are automatically rescheduled based on the frequency and settings you select. If a scheduled processing date falls on a non-business day:

- Payments set to “Pay Before” will be processed on the preceding business day.
- Payments set to “Pay After” will be processed on the following business day.

If a recurring payment is set for a calendar date that does not exist in a given month (e.g., the 29th, 30th, or 31st), the payment will be scheduled for the last calendar day of that month. You are responsible for monitoring recurring payments and AutoPay to ensure accuracy and sufficiency of available funds.

Estimated Delivery Dates

The Online Bill Pay Service provides an Estimated Delivery Date for each payment. This date is an estimate only and is not guaranteed.

- Electronic and card payments may process more quickly than check payments.
- Check payments may require additional time for postal delivery.
- Expedited delivery options may be available for certain Payees and may be subject to additional fees.

You are responsible for scheduling payments with sufficient lead time to meet Payee due dates.

Cancelling or Editing Payments

You may cancel or edit a scheduled payment up until the applicable cut-off time on the processing date. Once a payment has begun processing, it cannot be cancelled or edited.

Payments that are already in a processing, pending, or completed status are not eligible for cancellation.

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. You are responsible for ensuring sufficient available funds are in your designated account at the time of processing.

Fees

Certain payment methods, including debit card, credit card, or expedited delivery options, may be subject to convenience or service fees. Any applicable fees will be disclosed to you prior to payment authorization.

User Responsibility and Liability

You are responsible for safeguarding your login credentials, passwords, and any "Personal Identification Number" ("PIN") associated 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. If you have shared your PIN with any other person but want to terminate such other person's authority to use the Online Bill Pay Service, you must notify Velocity and arrange to change your PIN.

You are responsible for:

- All payment instructions you authorize
- Errors or duplicate payments you submit
- Monitoring payment status and Payee crediting

Velocity is not responsible for:

- Payments delayed or misapplied by Payees
- Payments that are not made if you did not properly follow the instructions for making a bill payment
- Failures caused by third-party billers, payment networks, or delivery services
- Payments not credited when you fail to notify Velocity in a timely manner

No third party involved in the payment process is considered an agent of Velocity.

Service Availability and Termination.

Velocity may suspend, modify, or terminate the Online Bill Pay Service, in whole or in part, at any time. You may terminate the Online Bill Pay Service upon written notice to Velocity in accordance with the terms of this Agreement and by following the instructions provided in the Service and/or the Agreements and Disclosures. Velocity is not responsible for any fixed payment made before Velocity has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Velocity on your behalf.

Appendix B — Online Banking Wire Transfer Service Terms

Online Banking Wire Transfer Service Terms

Article 4A of the Uniform Commercial Code, as adopted by the state of Texas, Subpart B of Regulation J, as issued by the Board of Governors of the Federal Reserve, Subpart B of Regulation E, as issued by the Consumer Financial Protection Bureau, and the Foreign Account Tax Compliance Act are the laws and regulations that cover the movement of funds by means of wire transfers, and some book transfers on the Credit Union's records.

The foregoing laws and regulations are intended to establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. In these Online Banking Wire Transfer Service Terms, the following words have the following meanings:

- "We," "us," "our" and "Credit Union" mean Velocity Credit Union.
- "You," "your" and "yours" mean each person (whether one or more persons) who has a deposit account with the Credit Union and requests the Credit Union to send a funds transfer to a designated beneficiary.
- "Funds transfer" means the series of transactions, beginning with the originator's payment order, made for the purpose of making payment to the beneficiary of the order.
- "Payment order" means an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary, provided that (1) the instruction does not state a condition to payment to the beneficiary other than time of payment; (2) the receiving bank is to be reimbursed by debiting an account of, or otherwise receiving payment from the sender; and (3) the instruction is transmitted by the sender directly to the receiving bank or to an agent, funds-transfer system, or communication system for transmittal to the receiving bank.
- "Beneficiary" means the person to be paid by the beneficiary's bank.
- "Beneficiary's bank" means the bank identified in a payment order in which an account of the beneficiary is to be credited pursuant to the order.
- "Receiving bank" means the bank to which the sender's instruction is addressed.
- "Sender" means the person giving the instruction to the receiving bank.
- "Originator" means the sender of the first payment order in a funds transfer.
- "Third Party Processor" means Primary funds transfer system used for the transmission and settlement of payment orders governed by Subpart B of Regulation J of the Board of Governors of the Federal Reserve.

These Online Banking Wire Transfer Service Terms contain several notices which the Credit Union is required to provide to you and establishes other terms of agreement which will apply to all funds transfers which involve you and the Credit Union. Using the Credit Union to send or receive funds transfers will constitute your acceptance of all the terms and conditions contained in these Online Banking Wire Transfer Service Terms.

To the extent that the terms contained in these Online Banking Wire Transfer Service Terms are different than those in any other agreement or terms of account, these Online Banking Wire Transfer Service Terms will control and be deemed to modify such other agreements or terms of account. If any part of these Online Banking Wire Transfer Service Terms are invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

1. These Online Banking Wire Transfer Service Terms apply to funds transfers as defined in Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Board of Governors of the Federal Reserve, and, for international funds transfers, Subpart B of Regulation E of the Consumer Financial Protection Bureau, and the Foreign Account Tax Compliance Act.
2. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for domestic wire transfers is 3 p.m. Central Time and for international wire transfers is 1 p.m. Central Time, on each weekday, Monday through Friday, that the Credit Union is open which is not a federal holiday. Payment orders, cancellations or amendments received after the applicable cutoff time may be treated as having been received on the next business day and processed accordingly.

3. The Credit Union may charge your account for any funds transfer initiated by you or by any person authorized by you as a joint owner or other authorized party with the right of access to the account from which the funds transfer is to be made (collectively, your “Authorized Agents”). You must provide us with a complete list of your Authorized Agents at the time the funds transfer is initiated, as only you and your Authorized Agents will be permitted to initiate funds transfers from your accounts at the Credit Union. You understand and agree that you are fully responsible for all transactions conducted by your Authorized Agents, regardless of whether such transactions are authorized by you or exceed the amounts of any transaction authorized by you. You must promptly notify the Credit Union of any changes in your Authorized Agents by providing us with written notification of such change. Changes in Authorized Agents by you will be effective the business day following our receipt of written notice. If the Credit Union accepts a wire transfer request consistent with these Online Banking Wire Transfer Service Terms, you agree that any such transfer request which we receive are effective as your transfer request, whether or not authorized.
4. You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named in your application for membership or your Authorized Agents shall issue transfer request to us; and (b) we reserve the right to telephonically contact any individual named in your application for membership or your Authorized Agents for the purpose of confirming a transfer request, regardless of amount, although we have no obligation to do so. If we cannot obtain a confirmation satisfactory to us, then we reserve the right to refuse to honor any wire transfer request.
5. We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in your application for membership or is an Authorized Agent. If for any reason, we are not satisfied that a wire transfer request was issued by an authorized party or confirmed as an authorized party, we may refuse to execute the transfer request. If we do so, we shall not incur any liability of any nature. You agree to prevent disclosure, other than a need-to-know basis, of any of the aspects of the security procedures which you have agreed to with us. You will notify us immediately if you believe the confidentiality of the security procedures has been compromised and you shall act to prevent the security procedures from being further compromised.
6. You understand and agree that the Credit Union in its sole discretion may amend the security procedure(s). You authorize the Credit Union to record electronically or otherwise any telephone calls and instructions relating to any funds transfer under these Online Banking Wire Transfer Service Terms.
7. If you send or receive a wire transfer, Third Party Processor may be used. This means that your rights and liabilities in a wire transfer involving Third Party Processor will be governed by Regulation J. If you request a wire transfer to be sent to a beneficiary in a foreign country, your rights and liabilities pertaining to such wire transfer will also be governed by Subpart B of Regulation E of the Consumer Financial Protection Bureau and the Foreign Account Tax Compliance Act. The Credit Union will be excused from delaying or failing to execute a funds transfer if it would result in the Credit Union's exceeding any limitation on its intra-day net funds position established through the Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities.
8. If you give the Credit Union a payment order which identifies the beneficiary by both name and identifying account number, payment may be made by the beneficiary's bank based on the identifying account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed based on the identifying account number you provided to the Credit Union.
9. If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person or institution than the named financial institution. This means that you will be responsible for any loss or expense incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number you provided.
10. For international funds transfers, you understand that you will receive a notice regarding your error resolution and cancellation rights at the time you request the international funds transfer, but prior to payment for the transfer. You will be notified of any withholding required by federal law or regulations.

11. The Credit Union will not be liable for acts or omissions by you or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's bank, and any beneficiary, none of which will be deemed the Credit Union's agent.
12. If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next-day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which the Credit Union provides. You may inquire between receipt of periodic statements whether a specific funds transfer has been received. Credit given by us to you is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry. If the Credit Union receives notice that a wire transfer transmitted by the Credit Union has been rejected, the Credit Union will notify you of such rejection (including the reason given for rejection) by telephone, electronic message, or U.S. mail. The Credit Union shall have no further obligation to transmit the rejected wire transfer if it complied with these Online Banking Wire Transfer Service Terms with respect to the original transfer request.

For domestic funds transfers, you have no right to cancel or amend any transfer request after it is received by the Credit Union; however, the Credit Union will use commercially reasonable efforts to act on a cancellation or change request if it is received from you in accordance with the agreed-upon security procedures. The Credit Union will have no liability if the cancellation or change is not affected.

For international funds transfers, your right to cancel any such transfer will be set forth in a notice provided to you at the time you request the international funds transfer, but before you pay for the transfer. Generally, if you think there was an error in connection with your international funds transfer request, you must contact us within one hundred eighty (180) days at (512) 469-7000 or (800) 933-2029 or online at <https://www.velocitycu.com>.

13. If the Credit Union becomes obligated under Article 4A of the Uniform Commercial Code to pay dividends to you, you agree that the dividend rate to be paid will be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.
14. The Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by you; (3) contains incorrect, incomplete or ambiguous information; (4) involves funds subject to a lien, hold, dispute or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. You understand and agree that the Credit Union will incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.
15. The Credit Union will have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union if no account is designated, or if a designated account has insufficient collected funds to cover the amount of a funds transfer request. The Credit Union may charge a service charge for services relating to the sending or receiving of the funds transfer request. Such charge(s) are set forth in the Credit Union's Consumer Fee Schedule and Business Fee Schedule, which have been previously provided to you and are available on <https://www.velocitycu.com/resources/fee-schedule/>.
16. For international funds transfers, you understand that the Credit Union is required to disclose the exchange rate to be used to effectuate the transfer. You understand and agree that there may be instances in which you request such funds to be delivered in a particular currency, but the funds are later converted into another currency due to facts that cannot be known by us. In such case, we will disclose the exchange rate based on your request, even if the funds are ultimately received in a different currency.

If you do not know the currency in which the funds will be received, or, if you request funds to be received in the currency in which the international funds transfer is funded, the Credit Union may assume that the currency in which funds will be received is the currency in which the funds transfer is funded.

You further understand and agree that if the Credit Union does not have specific knowledge regarding the currency in which the funds will be received, the Credit Union may rely on your representation as to the currency in which the

funds will be received for purposes of determining whether an exchange rate is applied to the international funds transfer.

If an international funds transfer is returned for any reason, you agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars as of the date of refund, less any charges and expenses incurred by the Credit Union.

17. Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that the Credit Union will not be liable for any loss or liability arising from: (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which the Credit Union failed to abide by the agreed upon security procedures) which you fail to report to the Credit Union within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or inaction and/or breach of these Online Banking Wire Transfer Service Terms; (5) any ambiguity or inaccuracy in any instruction given to the Credit Union by you or your Authorized Agent(s); or (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction.

Except as otherwise provided by applicable state or federal laws or regulations, the Credit Union's liability for any negligent or intentional action or inaction in connection with any funds transfer request will be limited to your direct loss and payment of interest. UNDER NO CIRCUMSTANCES WILL THE CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHICH YOU MAY SUFFER IN CONNECTION WITH THESE ONLINE BANKING WIRE TRANSFER SERVICE TERMS AND/OR ANY FUNDS TRANSFER REQUEST.

18. Subject to applicable state and federal laws and regulations, the Credit Union may amend the terms of these Online Banking Wire Transfer Service Terms at any time by providing notice of such amendment to you in writing or electronically. By thereafter using or continuing to use the Credit Union's funds transfer services, you agree to such amendments.
19. Except as otherwise expressly provided by applicable state and federal laws and regulations, these Online Banking Wire Transfer Service Terms and all transactions initiated hereunder will be governed by and constructed in accordance with the internal laws of the state of Texas, notwithstanding any conflict of laws and/or doctrines which state to the contrary.
20. **Suspension of EFT Access or Service.** If you are in breach of these Online Banking Wire Transfer Service Terms or any other loan or service agreement with us or we suspect fraudulent activity on your account, we may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards, online or mobile banking services and deposit or withdrawal functionality. Such restrictions may continue until you cure any breach condition, or any fraud condition is resolved.

Appendix C — Online Banking Mobile Deposit Service Terms

Online Banking Mobile Deposit Service Terms

As used in these Online Banking Mobile Deposit Service Terms, the term “Mobile Deposit Service” means the Service described in these Online Banking Mobile Deposit Service Terms. 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.

Introduction.

The Mobile Deposit Service has eligibility requirements that we can change 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 for determining 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 at least 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 for 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.

Check Image Guidelines.

You will submit check images to us using the following conditions and format:

- 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.
- Checks must be drawn on financial institutions located in the United States and must be payable in United States currency.
- A check image may not be submitted for an original check drawn from the same account into which you are depositing the check.
- Check images may not be submitted for “substitution checks” or remotely created checks.

- Only one check image (per side) may be submitted for each check
- 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.

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**”. Checks must be endorsed as written to the payee. Checks must be endorsed to comply with these endorsement guidelines, and Velocity may reject any check image or remote deposit if, in its sole discretion, Velocity judges that the original check was not endorsed as required. Third party checks may not be presented for deposit, and Velocity will not accept third party checks through this Service.

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 at its discretion. 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.

Deposit Limits.

You agree that Velocity may establish and, subject to applicable law, change limits on the dollar amount and number of items that you may present for deposit using the Mobile Deposit Service. These limits may vary based on account type, deposit history, or other risk-based factors and may be changed at any time without prior notice.

If you attempt to deposit items that exceed applicable limits, your deposit may be rejected, delayed, or subject to additional review. Acceptance of any deposit in excess of established limits does not obligate Velocity to accept similar deposits in the future.

Information regarding applicable deposit limits is contained in your account opening documentation and other disclosures as may be provided or made available by Velocity from time to time. You may also obtain information regarding deposit limits by contacting Velocity.

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 requirement.

Appendix D — Disclosure for Mobile Deposit Service
Disclosure for Mobile Deposit Service

This disclosure is being provided in addition to the Velocity Credit Union Online Banking Service Terms (the “Agreement”). As used in this disclosure, “we” “us” “our” and “Velocity” refers to Velocity Credit Union and “you” or “your” means the person registering for the Mobile Deposit Service, or each person who is an Account owner, or any other person authorized (as set forth under the Agreement) to transact business on any Velocity Account that may be accessed by such person through the Mobile Deposit Service. Capitalized terms not defined in this disclosure will have the meanings attributed to them in the Agreement.

You acknowledge and agree that your use of the Mobile Deposit Service is subject to and governed by the terms of the Agreement. You further acknowledge and agree that you received and agreed to the Agreement in registering for the Online Banking Service. While your use of the Mobile Deposit Service is subject to the Agreement as a whole, the terms of the Agreement specific to the Mobile Deposit Service are set forth in the Online Banking Mobile Deposit Service Terms included as part of the Agreement.

You can view and print the Agreement through the following link: <https://www.velocitycu.com/member-notice>. You should review the Agreement prior to accessing or using the Mobile Deposit Service.

In addition to the Agreement, Velocity reserves the right to change, suspend or discontinue service, in whole or in part, or the use of the Mobile Deposit Service, in whole or in part, immediately and at any time without prior notice. Velocity also reserves the right to reject any item transmitted through the Mobile Deposit Service, at our discretion, and we may limit the amount or number of items you can deposit with this service in a day or in a given period of time. If we doubt the collectability, we may place holds until funds are received from the institution it is drawn upon. Velocity is not liable for items we do not receive or for images that are not transmitted completely.

You understand that this prompt is only a disclosure regarding the Agreement and does not constitute a separate agreement between you and Velocity. The Agreement, together with the Velocity Credit Union Agreements and Disclosures (the “Agreements and Disclosures”) that you received and agreed to in opening your Account(s), constitute the entire agreement between you and Velocity as to your use of the Mobile Deposit Service. Accordingly, in the event of any conflict between this disclosure and either the Agreement or the Agreements and Disclosures, the terms of the Agreement or the Agreements and Disclosures, as appropriate, shall control.

By clicking the “I ACCEPT” button below, you acknowledge your receipt of this Disclosure and that your use of the Mobile Deposit Service is subject to the Agreement and the Agreements and Disclosures as set forth above.

Appendix E — ClickSwitch Addendum

ClickSwitch Addendum to Velocity Credit Union Online Banking Service Terms

Effective Date: August 4, 2025

This Addendum (“Addendum”) is incorporated into and made part of the Velocity Credit Union Online Banking Service Terms (the “Agreement”). Our use of the words “you” and “your” in this Addendum has the same meaning as in the Agreement. This Addendum and the Agreement govern your use of the ClickSwitch Direct Deposit Switch service (“ClickSwitch” or the “Service”) provided by Velocity Credit Union (“Velocity,” “we,” “us,” or “our”) in partnership with Q2 Software, Inc. (“Q2”), a third-party service provider.

By using the ClickSwitch Service, you agree to the terms of this Addendum, which supplement and do not replace the terms of the Agreement or any other Agreements and Disclosures applicable to your accounts and use of online services. In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall control with respect only to ClickSwitch but do not otherwise modify the Agreement.

1. Overview of ClickSwitch

ClickSwitch is a secure, automated switching solution that allows you to move direct deposits and automatic payments from your previous financial institution(s) to your account(s) at Velocity. The service may also be used to establish new recurring payments or deposit relationships. The Service is provided to you at no charge.

2. Eligibility and Access

ClickSwitch is available to eligible members who have opened a deposit account with Velocity Credit Union. You may be required to register for and log into our online banking platform to access the Service. Access may be subject to additional identity verification and security authentication measures.

3. Authorization and Responsibilities

By using ClickSwitch, you authorize Q2 and its third-party providers to act on your behalf to access account and payroll systems at other financial institutions or employer portals, retrieve your account information, and facilitate the switching of recurring payments and direct deposits to your Velocity account(s). This authorization includes a limited, revocable license to use and store your account credentials, such as usernames and passwords, solely for the purpose of performing the switching process in accordance with applicable law and this Addendum.

You agree that:

- You are solely responsible for the accuracy of the information you provide.
- You are responsible for monitoring the status of your direct deposit and payment switches.
- Updates are not guaranteed to complete before your next scheduled payment or deposit.
- You should not discontinue any existing payment arrangements until confirmation of successful switching is received.

You understand that your use of ClickSwitch does not create a fiduciary, agency, or other special relationship between you and Velocity or Q2.

4. Service Limitations

By using ClickSwitch, you understand and agree that:

- Not all payees, employers, or financial institutions support automated switching.
- Processing times vary depending on the receiving institution, payee, or employer.
- Velocity is not responsible for delays, failed switches, missed payments, or fees arising from inaccurate or incomplete information provided during the switch process.

5. Security and Privacy

Your use of ClickSwitch is governed by Velocity’s Privacy Policy (<https://www.velocitycu.com/privacy>). While Q2 and its providers use industry-standard security protocols, we cannot guarantee that unauthorized third parties will never be able to breach these measures. You acknowledge that you provide personal and financial information at your own risk.

6. Disclaimers and Limitation of Liability

THE CLICKSWITCH SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE.” VELOCITY AND Q2 DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

VELOCITY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, UNAUTHORIZED ACCESS, MISSED PAYMENTS, OR THIRD-PARTY FEES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination and Modification

Velocity may terminate or suspend your access to ClickSwitch at any time for any reason. We also reserve the right to modify the terms of this Addendum at any time, and your continued use of the Service constitutes acceptance of those changes.

8. Reservation of Rights

Velocity reserves the right to discontinue, restrict, or modify the ClickSwitch service at any time and for any reason. Access to ClickSwitch does not guarantee the availability of any particular feature or result, including the successful switching of deposits or payments.

9. Governing Law

This Addendum shall be governed by the laws of the State of Texas and applicable federal law. Venue lies in Travis County, Texas. You agree to waive your right to trial by jury or participation in any class action with respect to any claims relating to your use of ClickSwitch.

10. Contact

If you have questions or wish to revoke authorization for the Service, contact:

Velocity Credit Union
P.O. Box 1089
Austin, Texas 78767-1089
Phone: (512) 469-7000 | Toll-Free: (800) 933-2029
<https://www.velocitycu.com>