



# General Electric Credit Union

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## Online and Mobile Banking Terms & Conditions

Disclosures can be provided in electronic form for the online banking service(s) you have selected. Before obtaining these service(s) electronically, you must read and indicate your acceptance of the terms outlined below. If you do not consent, you will not be able to proceed with the online banking service(s) process. You may contact us at the number or address listed below to obtain online banking services.

1. In this consent, "GECU", "we", "us", and "our" are used to refer to General Electric Credit Union. All of the disclosures being provided to you may, at our discretion, be in electronic form, and you will be able to review them online in addition to downloading and/or printing them by clicking "disclosures" on the login page. Your consent applies to your account(s) and online banking services disclosures, notices and documents.

2. Disclosures provided in electronic form will not be distributed in paper form. After consenting, if you wish to obtain a paper copy of the disclosure(s), you may do so by calling us or writing us at the number or address listed below.

3. You have the right to withdraw your consent at any time, at no cost to you, by calling or writing us at the number or address listed below.

4. By consenting to receive disclosures and notices electronically, you agree to provide us with the information (such as current email address) necessary to communicate with you electronically. You are required to update us with any changes in such information by calling or writing us at the number or address listed below.

5. The following lists the hardware and software requirements necessary for access to and retention of the information being provided to you in electronic form. By consenting to receive the disclosures online, you will also be verifying you meet the necessary hardware and software requirements to view the disclosures.

- A personal computer or other device capable of accessing the internet
- A web browser which supports 128-bit SSL encrypted communications
- Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader version 5.1 or higher (available for download at <http://get.adobe.com/reader/>).

General Electric Credit Union  
513-243-4328  
10485 Reading Rd  
Cincinnati, OH 45241  
[www.gecreditunion.org](http://www.gecreditunion.org)

## General Electric Credit Union Online Banking Agreement

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service or the Bill Payment service ("Services"). It also describes the rights and obligations of General Electric Credit Union (GECU). Please read this Agreement carefully. By requesting and using one or more of these Services, you agree to comply with the terms and conditions of this Agreement.

### Definitions

The following definitions apply in this Agreement:

1. "We," "our," "us," "GECU," "it(s)," or "Credit Union" refer to General Electric Credit Union; and
2. "You" or "your" refers to the owner of the account or the Authorized Representative.
3. "Authorized Representative" refers to a person with authority (with respect to the account) under this Agreement and anyone else authorized by that person to exercise control over their funds through Online Banking;
4. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer;
5. "Online Banking" is the internet-based service providing access to your account(s);
6. "Account(s)" means your accounts at GECU.;
7. "Electronic funds transfers," means ATM withdrawals, preauthorized transactions, and point of sale transactions, transfers to and from your GECU accounts using Online Banking including bill payments.
8. "Online Banking Services" means the services provided pursuant to this Agreement, including the Bill Payment Service.
9. "Business Day" includes Monday through Friday and excludes, Saturday, Sundays, and Holidays. Holidays are defined as New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
10. "Password" is the member-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
11. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
12. "Time of day" references are to Eastern Standard Time;
13. "Username" is the identification code created by you for your connection to the Service;

This agreement is a contract that establishes the rules covering electronic access to your accounts at General Electric Credit Union ("GECU") through GECU Online Banking. By using GECU Online Banking, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of any and all agreements and disclosures, including our fee schedule, for each of your GECU accounts continue to apply notwithstanding anything to the contrary in this Agreement, including, but not limited to, deposit and loan accounts.

This Agreement is subject to applicable federal and state laws. If any provision of this agreement is found to be unenforceable, all remaining provisions will continue in full force and effect. Any waiver (express or implied) of any default or breach of this Agreement by either party shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and GECUs successors and assigns. Certain obligations created under this Agreement that inherently would continue beyond termination, cancellation, or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all oral or prior written agreements or negotiations between the parties with respect to the subject matter hereof. No oral or written representations of any kind other than contained in this Agreement exist, except that GECU shall in its sole discretion change the terms and conditions of this Agreement pursuant to the Change in Terms paragraph of this Agreement.

**Access** – To use Online Banking, you must have at least one account at GECU, access to Internet service, and an e-mail address. You can add or delete any of your GECU accounts from this Agreement by submitting a request to our secure email address or in person at a branch location. Access to your accounts through Online Banking will be based upon the identification of users and authority levels specified by you in your Enrollment Form. GECU undertakes no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the account holder.

**Hours of Access** – Generally Online Banking is continuously available; however, there may be occasions where all or some of Online Banking and its services may be unavailable due to emergency or a scheduled system maintenance or

processing. When reasonable, GECU agrees to post notice of any extended periods of unavailability on the Online Banking website.

**Your Password** – For security purposes, the password you determine to use is not communicated to GECU. You agree that GECU is authorized to act on instructions received under your Password. You accept responsibility for the confidentiality and security of your Password and agree to change your Password regularly. Upon three unsuccessful attempts to use your Password, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking, you must contact GECU to have your Password reset or to obtain a new temporary password. If you do not access your account for sixty days, then you must contact GECU member services to reset your account.

**Security** – You agree to examine your statements with reasonable promptness and pursuant to any applicable agreements you have with General Electric Credit Union. You agree to protect the confidentiality of your account, account number, Username, Password, and any other personal identification information. You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account. Your Password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security. Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other.

Notwithstanding our efforts to ensure that the Online Banking system is secure, you acknowledge that all data transfers, including e-mail, occur openly on the Internet and potentially can be monitored and read by others. We do **not** warrant in any circumstance that data transfers utilizing GECU Online Banking or e-mail transmitted to or from us will not be monitored or read by others.

**Fees and Charges** – You agree to pay the fees and charges for your use of Online Banking Services. You agree that all such fees and charges will be deducted from the GECU account that is relevant to the transaction. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. You are responsible for telephone and internet service fees you incur in connection with your use of Online Banking.

**Overdrafts (Order of Payments, Transfers, and other Withdrawals)** – If your account has insufficient funds to perform all electronic fund transfers requested, the electronic funds transfers involving currency disbursements will have priority, e.g. ATM withdrawals.

**Limits on Amounts and Frequency of Online Banking Transactions** – The number of transfers from GECU accounts and the possible amounts transferred, are limited pursuant to the terms of the applicable agreements for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the funds become available according to our Funds Availability Policy.

During any calendar month, you may not make more than six (6) transfers from any Savings or Money Market Savings Account to your other Credit Union accounts or to a third party by means of an Online Banking transfer or other preauthorized electronic funds transfer, automatic transfer, overdraft protection transfer, telephone order or instruction, request transmitted via facsimile machine, or transfer initiated through our audio response service.

These transfer and withdrawal limitations do not apply to transactions conducted at ATMs, in person, or by mail. Also, internal transfers to make payments to your Credit Union loans and requests for withdrawals by check made payable to you are excluded from this limitation. If you exceed the limitations set forth above, we reserve the right to revoke your Online Banking service.

**Finance Charges on Loan Transfers** - Each transfer made from your GECU line of credit accounts is considered a cash advance. Finance charges begin to accrue from the effective date of each loan transfer in accordance with the terms of your credit agreements.

**Funds Availability and Accrual of Dividends** - Funds from electronic funds transfer credits/deposits will be available on the effective date of the transfer in accordance with our Funds Availability Policy. Dividends begin to accrue on the post date of the transfer.

**Stop Payment Requests** – By directing GECU to stop payment on the following transaction(s), the account holder agrees to hold the GECU harmless and indemnify against any and all loss, expenses, claims, damages, and costs, including court

costs and attorney's fees, that GECU may suffer or incur by payment of the item(s) if such payment is the result of failure of the account holder to furnish any item(s) of information requested completely, accurately, and correctly.

A stop payment order placed through Online Banking is only good for the specific check number or range of numbers entered. A valid stop payment order WILL EXPIRE SIX MONTHS FROM THE DATE submitted unless canceled prior to the expiration or renewed in writing. GECU will not notify the account holder when a stop payment expires.

STOP PAYMENT ORDERS MAY NOT BE PLACED THROUGH ONLINE BANKING ON THE FOLLOWING TYPES OF CHECKS: CASHIERS CHECKS; BILL PAYMENT CHECKS ISSUED THROUGH THE USE OF THE ACCOUNT HOLDER'S GECU WEB BILLPAY SERVICE; "CHECK BY PHONE" PAYMENTS THAT THE ACCOUNT HOLDER AUTHORIZED WITH A MERCHANT/VENDOR. THE FEE TO STOP PAYMENT IS \$25 AND WILL AUTOMATICALLY BE DEDUCTED FROM YOUR ACCOUNT.

**Disclosure of Account Information and Transfers** – Disclosure is pursuant to GECU privacy policy. You may access our "Privacy Notice" via the Privacy Notice link on the home page of our website at [www.gecreditunion.org](http://www.gecreditunion.org).

**Periodic Statements** – You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic statement(s) for your GECU account(s).

**Change in Terms and Conditions** – We may change any term or condition of this Agreement at any time. If such change results in increased fees for any Online Banking service, increased liability for you, or stricter limitations on the type, frequency, or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change. Should an immediate change be necessary to maintain the security of an account or our electronic fund transfer system, no advance notice will be given. We will post any required notice of the change in terms on the GECU Online Banking website or forward it to you by e-mail or postal mail. Your continued use of any of the Online Banking Services indicates your acceptance of any change in terms and conditions. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable agreements and disclosures.

**Disclaimer of Warranty and Limitation of Liability** – In connection with the Online Banking Services provided to you under this Agreement, GECU makes no expressed or implied warranties of any kind, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. GECU does not and cannot warrant that Online Banking will operate without errors or that any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including, but not limited to, loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of GECU and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

**Your Right to Terminate** – You may cancel your Online Banking service at any time by providing us with written notice in person, by postal mail, or fax. Your access to Online Banking will be suspended within 3 Business Days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**Our Right to Terminate** – You agree that we can terminate or limit your access to Online Banking Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any of your GECU accounts. Online Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Without prior notice, if we reasonably suspect fraud or abuse on banking account(s).
3. Upon 3 Business Days' notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
4. Upon reasonable notice, for any other reason in our sole discretion.
5. We reserve the right to terminate your Online Banking Service if you have not accessed your Online Banking account within the past 6 months. You will be required to re-enroll in the Online Banking Service to re-establish your Online Banking Service.

**Dual Signature Required Accounts** - The dual signature requirement on any account will not be applicable to any electronic banking transactions on such account. Therefore, electronic transactions will occur with a single authorization.

These electronic banking transactions include, but are not limited to, Online banking, debit card, and e-statement transactions.

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at General Electric Credit Union. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean General Electric Credit Union. The abbreviation "PIN" or word "code" means a personal identification number.

**Consumer Liability** – Tell us **at once** if you believe your card and/or code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50.00 if someone used your card and/or code without your permission.

If you do **not** tell us within two (2) business days after you learn of the loss or theft of your card and/or code, and we can prove that we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at the telephone number during the access hours set forth in the Contact or write us at the address set forth in the Contact Information. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Contact in event of Unauthorized Transfer** – If you believe that your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us or write us at the address set forth in the Contact Information. You should also call the number or write to this address if you believe a transfer has been made using the information from your check without your permission.

**Business Days** – For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday, excluding all federal holidays.

**Types of Transfers** – You may access certain account(s) you maintain with us by computer using your assigned Username and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- Transfer Funds between Eligible Accounts
- Obtain Balance Information on Eligible Accounts
- Review Transactions on Eligible Accounts
- Make Loan Payments
- Stop Payment Requests
- Advance Funds from Credit Line
- Online Bill Payment
- Obtain Copy of Statement
- Order Checks
- Allow Export of Transaction History to personal financial management software

**Electronic Check Conversion** – You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Re-presented Checks Transactions and Fees** – You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Confidentiality** – We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

## **Documentation**

**Terminal Receipt** – You can get a receipt at the time you make any transfer to or from your account using an ATM or a POS terminal.

**Direct Deposits** – If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at the telephone number listed in the Contact Information to find out whether or not the deposit has been made.

**Periodic Statement** – You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

## **Preauthorized Electronic Fund Transfers**

**Stop Payment Rights** – If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address listed in the Contact Information, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Refer to our fee schedule provided to you earlier for the amount of the stop payment charge.

**Notice of Varying Amounts** – If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for failure to stop payment of preauthorized transfer** – If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Our Liability for Failure to Make Transfers** – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will **not** be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

**In Case of Errors or Questions about Your Electronic Transfers** – Telephone us, write us or email us using the Contact Information listed in Section A shown below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

If a notice of error involves unauthorized use of your point of sale debit card with the Visa logo when it is used as a Visa point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

**Illegal Transactions** – You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**Personal Identification Number (PIN)** – The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.

**Notices** – All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.



**Enforcement** – In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of ATM, POS and Audio Response Services** – You agree that we may terminate this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- You or any authorized user of your ATM PIN, POS card or PIN or Audio Response PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**Contact in Event of Unauthorized Transfers** – If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will call 513-243-4328 or write:

General Electric Credit Union  
10485 Reading Rd  
Cincinnati, OH 45241

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## BILL PAYMENT SERVICE AGREEMENT AND DISCLOSURES

### SERVICE DEFINITIONS

"Service" or "The Service" means the bill payment service offered by General Electric Credit Union, through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc.

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

"Member Service" means the Member Service department of General Electric Credit Union. Please see the ERRORS AND QUESTIONS section below for Member Service contact information.

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

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

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

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

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

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

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

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



**Payment Scheduling** - The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

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

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

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

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

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

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

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

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

**Stop Payment Requests** - The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Member Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days.

The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

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

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

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

- **Information Provided to the Biller** - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.
- **Activation** - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- **Authorization to Obtain Bill Data** - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- **Notification** - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- **Cancellation of Electronic Bill Notification** - The Electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- **Non-Delivery of Electronic Bill(s)** - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- **Accuracy and Dispute of Electronic Bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

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

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

**Password and Security** - You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 855-698-3948 during Member Service hours.

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

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

- Telephone us at 800-542-7093 during Member Service hours;
- Contact us by using the application's e-messaging feature; and/or,
- Write us at:  
General Electric Credit Union  
10485 Reading Road  
Cincinnati, OH 45241

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

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

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

#### **Disclosure of Account Information to Third Parties**

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

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;

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

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

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

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

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

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

**Service Termination, Cancellation, or Suspension** - In the event you wish to cancel the Service, please contact Member Service via one of the following:

- Telephone us at 800-542-7093 during Member Service hours; or,
- Write us at:  
General Electric Credit Union  
10485 Reading Road  
Cincinnati, OH 45241

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

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

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

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

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

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

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

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

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

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

## FUNDS TRANSFER and POPMONY® SERVICE AGREEMENT AND DISCLOSURES

With our fully interactive on-line money movement service (the "**Online Money Movement Service**" referred to in this agreement as the "**Service**", includes both Funds Transfer and Popmoney® ), you may transfer funds from any of your accounts at any financial institution to any other account held by you or another person at the same or another financial institution - referred to in this agreement as "**Accounts**" - assuming, of course, that the transfer is permitted by your financial institution and by law.

Please take a few minutes to read this Online Money Movement Service Agreement (referred to throughout as the "**Agreement**"). Any reference to **General Electric Credit Union ("GECU")** in this Agreement includes any directors,

officers, employees, contractors, service providers, agents or licensees of GECU. As used in this Agreement, the words "you" and "your" refer to you as the user of the Service; the words "we," "us," "our" and any other variation thereof refer to GECU. After you have read this information, click the "I Agree to accept these terms and conditions" button to start enjoying the convenience and financial security of Online Money Movement!

**Usage Fees** - Usage fees for Funds Transfer and Popmoney® are account and transaction specific and will be properly disclosed before a transaction is executed. Refer to the GECU Fee Schedule on [www.gecreditunion.org](http://www.gecreditunion.org) and/or the fee schedule within Popmoney®.

**Acceptance of Terms** - This Agreement sets out legally binding terms and conditions (the "**Terms**") of the Service. **If you do not agree to all the Terms, do not accept the Terms & Conditions.** If you do not accept and agree to all the Terms, you will not be entitled to use the Service. GECU reserves the right to change the Terms under which the Service is offered in its sole discretion at any time; however, GECU will notify you of any material change to the Terms. In most cases, you will receive the notice on-line the next time you log in; however, GECU reserves the right to notify you by e-mail or by conventional mail, in its discretion. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. If you do not agree to the changes, or if at any time, you wish to discontinue your use of the Service, you can unsubscribe by contacting GECU and you will no longer be entitled to use the service. Once your account with GECU has terminated for any reason, you will have no further right or access to use the Service. To use the Service, you must be at least eighteen (18) years old and be a resident of the United States.

**Information Authorization** - You authorize us to verify your identity by obtaining information about your credit history from a consumer reporting agency. GECU and our service provider will obtain and use your credit information only in accordance with the Fair Credit Reporting Act ("**FCRA**") and other applicable law. We or our Service provider reserve the right to accept or deny you access to the Service if we cannot verify your identity and/or other required information and criteria. We may approve or decline your application for the Service based upon our review of your consumer credit report, along with other information we deem relevant. If we deny your request to use the Service, you may obtain a free copy of the consumer credit report that we used from the consumer reporting agency that issued the report. You may view, download and print a summary of your rights under FCRA, including information on how to obtain a copy of your consumer report, at any time by contacting GECU.

In addition to obtaining a consumer credit report, GECU and our service provider reserves the right to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Once you are approved for the Service, we may verify your Accounts that you add to the Service from time to time. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the Account specified at. The test credit will occur before the test debit and will be of the same or lesser amount, so that the balance in any of your Accounts will not be less than the actual balance.

Once the test transfer is completed we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts through requiring the entry of information you ordinarily use to access the Account provider's web site, or by requiring you to submit proof of ownership of the Account or other means of verification as requested.

**User Content** - Subject to GECU 's Privacy Policy, you agree that GECU may use, copy, modify, display and distribute any information, data, materials or other content (the "**Content**"), allowed by law, you provide to GECU for the purpose of providing the Service, and you hereby give GECU a license to do so. By submitting Content, you represent that you have the right to license and provide such Content to GECU for the purposes set forth in this Agreement.

**Accounts** - You understand that in order to complete fund transfers, it is necessary for GECU and our service provider to access the websites and databases of your bank and other institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to affect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such

information you are not violating any third party or other rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit GECU and our service provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

For as long as you are using the Service, you give to GECU and our service provider a limited power of attorney and appoint GECU and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as you might or could in person. Once GECU and/or our service provider has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement, this limited power of attorney is automatically revoked; provided, however, that any act done by GECU and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each Account provider other than GECU is independent of GECU and your use of the Service. GECU will not be responsible for any claims, acts or omissions by any other financial institution, or liability created by such institution, or other provider of any Account(s), including without limitation any modification, interruption or discontinuance of any Account(s) by such other provider or financial institution.

YOU ACKNOWLEDGE AND AGREE THAT WHEN GECU AND OUR SERVICE PROVIDER IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, GECU AND OUR SERVICE PROVIDER ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT ON BEHALF OF ANY THIRD PARTY. You agree that GECU, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney expressly granted by you.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY CLAIMS, COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF:

- OUR ACCESS TO ANY OF YOUR OR OTHERS' ACCOUNTS;
- OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT YOUR OR OTHERS' ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS;
- ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM YOUR OR OTHERS' ACCOUNTS OR SUBMITTED BY YOU OR OTHER THRID PARTIES;
- ANY CHARGES IMPOSED BY ANY OTHER PROVIDER OF ACCOUNTS AND
- ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF YOUR OR OTHERS' ACCOUNTS.

The following account types are not eligible for the Service: Guardianship, Representative Payee, Trust, Custodial, Conservatorship, Estate, Business and Minor. If a minor member has a joint owner on all sub-shares who is 18 years or older, he/she will be eligible to use the Service. Be sure to check with your financial institution for restrictions regarding transfers among ANY of your accounts. We are not responsible for any claims, costs, damages or losses of any type whatsoever incurred from fund transfers that are not permitted under such restrictions by the provider of your Account(s) or those imposed by applicable law.

## **ELECTRONIC COMMUNICATIONS**

**General Consent; Categories of Records** - The Service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("**Communications**") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.



- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although GECU reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

**How to Withdraw Consent** - If you have registered for the Service and you wish to withdraw your consent to use this Service or by having Communications provided in electronic form, you must expressly cancel any pending transfer requests (within the time period permitted by the Service cancellation policies) and stop using the Service. There are no fees to cancel a pending transfer request (as long as such cancellation is made within the time period permitted by the Service cancellation policies).

**How to Update Your Records** - You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your e-mail address, by using the My Settings page on Online Banking. GECU is not responsible for any claims, damages, losses or cost relating to your failure to update your records or personal information as required by this Agreement.

**Delivery of Electronic Communications** - Communications may be posted on the pages of the Service website or other website disclosed to you and/or delivered to the e-mail address you provide. Any electronic Communication sent by e-mail will be deemed to have been received by you when GECU or our service provider sends it to you, whether or not you received the e-mail. If the Communication is posted on the Service, then it will be deemed to have been received by you no later than five (5) business days after GECU or our service provider posts the Communication on the pages of the Service, whether or not you retrieve the Communication. An electronic Communication by e-mail is considered to be sent at the time that it is directed by GECU 's or service provider's e-mail server to the e-mail address you have provided to GECU. An electronic Communication made by posting to the pages of the Service is considered to be sent at the time it is publicly available. You expressly agree and accept each of these procedures for sending and receiving electronic Communications.

**Hardware and Software Requirements** - In order to access and retain Communications, you must have:

- An Internet browser that supports our encryption.
- An e-mail account and e-mail software capable of reading and responding to your e-mail.
- A personal computer, Mobile Device, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- A printer that is capable of printing from your browser and e-mail software

**Privacy Policy and Confidentiality** - We regard your privacy and security with the utmost importance, and we are committed to safeguarding any information that you share with us in accordance with our Privacy Policy and in a commercially reasonable manner. In order to provide the Service, we must obtain from your certain personal information about you, your Accounts, and your transactions (referred to herein as "**User Information**"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our Privacy Policy.

All of your personal and financial information will be placed on a secure portion of our website. We have multiple levels of security that have been designed especially for us. You can see a full description of our Privacy Policy at [www.gecreditunion.org](http://www.gecreditunion.org). You agree, however, to indemnify, defend and hold harmless GECU, its directors, officer, employees and agents from any claims, costs, liability or damages whatsoever related to a confidentiality breach of your private information.

**In the Event of Unauthorized Transfer** - If you believe your password has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, contact us IMMEDIATELY by using the instructions on our site or as set forth below.

**Consumer Liability** - You agree to notify us AT ONCE if you believe your password has been lost or stolen. Telephoning us immediately when you think your account has been compromised is the best way to protect yourself from possible losses. If you do not contact us within 60 days or other legally mandated timeframes, you could possibly lose all of the money in your account (plus your maximum overdraft line of credit) with no chance of recovery. Relevant legal mandates will apply. However, if you contact us within 2 business days, you are liable for no more than \$50 if someone used your password without your permission and you provide any required documentation needed.

You can see a complete statement of all your funds transfers effected or pending at any time by clicking on the appropriate account under the "Deposit Accounts" tab in Online Banking. We encourage you to regularly check this for your own protection. If your statement shows transfers that you did not make, notify us IMMEDIATELY.

**Business Days** - The Service will process requests for transfers on business days. Our business days are Monday through Friday. Federal holidays and Credit Union Holidays are not included.

## **Transfer Types and Limitations**

### **Types of Transfers**

You may use your GECU password to access Funds Transfer within the Service to transfer funds between any two of your Accounts about which you have provided the necessary information to GECU. Transfers can be between Accounts within the same financial institution or at an unrelated financial institution. You may use your GECU password to access Popmoney® within the Service to transfer funds from one of your Accounts to an account of a Recipient. You may send money to a Recipient using a mobile telephone number, an email address, or a routing and account number.

Some of these services may not be available at all times due to technical or other difficulties and we cannot guarantee the use of Services at all times. We may from time to time make available additional or new features to the Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms, conditions, and fees, such as overdraft charges, may apply. Please ensure that you have sufficient funds to affect any funds transfers from your Accounts. We may at any time decline to affect any funds transfer that we believe may violate applicable law or be in violation of any of the terms of this Agreement.

**Frequency of Transfers** - You may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts, unless otherwise set for the below. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Service.

**Dollar Amount of Transfers** - You may not make funds transfers in excess of limits described on the Service. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see "**Suspension and Reinstatement of Funds Transfer and/or Popmoney Service**" below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount or other limitations as set forth in the sole discretion of GECU.

**Transfers subject to the Rules of the Accounts** - Additionally, all funds transfers are also subject to the laws, rules and regulations governing the relevant Accounts. You agree not to affect any funds transfers from or to an Account that are not allowed under the law, rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

**Rejection of Transfers** - We reserve the right to decline to affect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests in our sole discretion and for any reason

**Authorization** - You authorize us to select any means to execute your funds transfer instructions. While the following is an explanation of the typical process, it may be subject to change any time. You understand that to affect your funds transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules, we debit one of your Accounts and credit another of your Accounts or an account of a Recipient. Once your Account has been debited, we credit our service provider's transfer account at the service provider's clearing bank. After our service provider and/or its clearing bank are certain that the debit will not be returned (in most cases this is usually between 3-4 business days or possibly sooner), our service provider will credit your or the Recipients Account. The sole purpose for our service provider's transfer account is to complete your funds transfer requests and for performing the services within the scope of this Agreement. The service provider earns no interest on the funds in the transfer account. If the debit side fails or is returned for any reason and the

credit side has been released and cannot be collected, you authorize our service provider to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited, we may institute collection efforts as we deem necessary to affect this collection, you understand and authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the Account.

You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions. If you choose to proceed with the transaction, you authorize GECU to debit your account in the amount indicated.

In the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable Account.

You understand and agree that in the event we are unable to execute your funds transfer request utilizing the ACH, we may utilize, in our sole discretion other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or check.

If you have requested for a funds transfer to a Recipient, you must provide us with a true, correct, current email address for such Recipient. We will contact the Recipient, and ask the Recipient to provide us with all required information, such as the account number and financial institution that they wish to transfer the funds to. If the Recipient fails to reply to the email or fails to follow the instructions provided by us, we will notify you and credit your Account for the amount of the transfer. GECU is not liable for any claims, losses, costs or damages associated with insufficient, inaccurate or false information provided by the Recipient or any other financial institution or in connection with any transfer.

**Suspension and Reinstatement of Funds Transfer and/or Popmoney® Service** - In the event that we at any time incur a problem with your use of the Service, including without limitation a fail in attempting to debit any of your Accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree to such action. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement (see "**Error Reporting and Claims**," below). We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, GECU in its sole discretion may thereafter restore your ability to affect transfers subject to such higher limits as may then be in effect (see "**Dollar Amount of Transfers**," above).

**Documentation - Popmoney®** - You may access a statement of all funds transfers affected or pending at any time by clicking on the History tab within Funds Transfer or the Activity tab within Popmoney® in Online Banking. If a transfer could not be completed, GECU and/or our service provider, upon learning that the funds transfer has failed, will make a reasonable effort to complete the transfer again. If the funds transfer fails a second time, we will use reasonable efforts to notify you to contact your financial institution or other provider of the relevant Account to learn more about the failure.

**Your Responsibility for Errors** - You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with insufficient, incorrect, inaccurate or false information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions if possible, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, GECU reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate, false or incomplete information using any process provided by law.

**Error Reporting and Claims** - In case of errors or questions about your Popmoney® funds transfers, contact us IMMEDIATELY, if you think your statement is wrong or if you need more information about a transfer listed on the statement. You can see a complete statement of all your funds transfers effected or pending at any time by clicking on the appropriate account under the "Deposit Accounts" tab in Online Banking. We must hear from you within 60 days after we FIRST posted the transfer to your statement or you will be subject to liabilities or losses as provided by law. Notice received after 60 days may subject you to a complete loss of your funds.

- Tell us your name, and the account number of the Account to which the error relates.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether we committed an error within 10 business days (20 business days for new member accounts) after we hear from you and will correct any error promptly as required by law. If we need more time, however, we may take up to 45 days (90 days for new member accounts) to investigate your complaint or question. If we decide to do this, we may credit/debit the applicable Accounts within 10 business days, or as otherwise required by law, (20 business days for new member accounts) for the amount you believe is in error, so that you or your intended Recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we are not obligated to credit/debit the applicable Accounts.

We will tell you the results within three business days after completing our investigation. If we determine that we did not make an error, we will rectify the Accounts(s) as necessary (including debiting any such amounts that may have been provisionally credited) and we will provide you an explanation. You may ask for copies of the documents we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of any other financial institutions holding another account of yours or the Account of your Recipient. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are solely the responsibility of the other relevant financial institution or the Recipient. Any rights you may have against any such financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution (or its policies and procedures), including any time limits during which complaints must be made. Such liability is not the obligation or liability of GECU.

**Proprietary Rights** - You acknowledge and agree that GECU and/or our service provider owns all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile GECU and/or our service provider's Online Money Movement Service or any of GECU and/or our service provider's services or technology.

**No Unlawful or Prohibited Use** - As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

**Service Changes and Discontinuation** - We may modify or discontinue the Service or your account with us, with or without notice, any other user or any third party. We reserve the right, subject to applicable law, to terminate your account and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of GECU and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Services. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of the Service.

You may terminate your account with GECU at any time by contacting us. Once your account with GECU has terminated for any reason, you will have no further right or access to use the Service, and GECU will not access your Accounts thereafter in connection with the Service.

## USE OF SMS MESSAGING

Users of the Popmoney® service may receive certain SMS messages relating to their payments, such as notice of payment, alerts for validation and receipt of a transfer. Popmoney® will verify your express agreement for GECU to utilize the mobile phone number you expressly and voluntarily provide to us. To enable this verification Popmoney® will send you an SMS message with a verification code that you will need to enter to direct your payment to your designated bank account. You may receive SMS messages related only to your transactions from time to time, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.

**Links to Third Party Sites** - The GECU website may contain links to other websites ("**Linked Sites**"). Such links are provided solely as a convenience to you. GECU does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that GECU, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or your use of them.

**Security Procedures** - You understand that another financial institution at which an Account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand, agree and acknowledge that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such Account.

**Deviating from Security Procedures** - You agree to allow us to authorize any financial institution at which you have an Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures of such financial institution, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree, acknowledge and accept that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

**Account Number Policy** - If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may choose not investigate discrepancies between names and numbers. In addition, you agree that we have neither responsibility to investigate discrepancies between names and numbers, nor any liability or responsibility whatsoever if any other financial institution fails to investigate discrepancies between names and account numbers

**Joint Account Holder** - In submitting your application for the Service, you confirm that, if any of your Accounts is a joint account, your joint account holder is aware and has expressly consented for you to use your Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our Online Money Movement Service, (ii) the joint account can no longer be operated on your instructions alone, (iii) they are withdrawing consent for you to operate the joint account or for any other reason relating to joint ownership of the Account(s).

**Means of Transfer** - You authorize us to select any means we deem suitable to provide your funds transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right and have no liability for holding funds beyond the normal period and if any interest is earned will be the property of GECU.

**Liability** - GECU is not responsible or liable in any manner if you're or the Recipient's financial institution causes us to be unable to complete any transfer. Except as otherwise required by law, GECU shall in no other event be liable for any claims, losses and damages relating to this in any manner.

You agree that your transfer instructions constitute express authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if another financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood or any other force majeure) prevent us from making a funds transfer or if the GECU website incurs technical issues.

**Limitation of Warranty and Liability** - YOU UNDERSTAND AND AGREE THAT the SERVICE (FUNDS TRANSFER OR POPMONEY®) IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE MONEY MOVEMENT SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE GECU WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE MONEY MOVEMENT SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ONLINE MONEY MOVEMENT SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE ONLINE MONEY MOVEMENT SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE ONLINE MONEY MOVEMENT SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE ONLINE MONEY MOVEMENT SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Indemnification** - You agree to indemnify, defend and hold harmless GECU, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all claims (including third party claims), liability, losses, damages and/or costs (including, but not limited to, attorneys' fees) arising from any and all aspects of your use in any manner of the Service; your reliance on the information, instruction, license and/or any authorization provided by you under or pursuant to this Agreement; any information provided to us by another financial institution in connection with a possible transfer or your use of the Service; your violation of any terms of this Agreement; or of any violation of any intellectual property rights of GECU or other rights of any person or entity in connection with your Account or the Service.

**Recipient** -In the event that you are an intended Recipient, another customer (the "**Transferor**") has instructed us to transfer funds (the "**Funds**") to an account you designate at your bank or other financial institution (the "**Account**"), in addition to the Terms herein, you agree to accept the terms and conditions set forth below.

You authorize us to transfer the Funds to your Account. In order for us to complete the transfer, you will be prompted (and expressly agree to) to provide us with the following information (the "**Information**"): 1) your full name; 2) your current residential address; 3) the name of your bank or financial institution and ABA routing number (the 9-digit number that appears on the far left of the bottom of your check) of the financial institution which holds your Account; 4) the Account number; 5) a secret word or phrase known only to you and the transferor; and any other information we may deem relevant. We will utilize the Automated Clearing House (ACH) system to send the Funds to your Account. We will act on the information provided by you in completing ACH credit instructions to your Account. If for any reason your financial institution returns the ACH credit or the credit goes to the wrong financial institution or Account because you have provided us with incorrect, inaccurate or false information, we may in our sole discretion, take reasonable efforts to complete the credit transaction or return the Funds to the Transferor.

You agree not to impersonate any person or use a name that you are not authorized to use and recognize this could be a violation of law. You warrant and represent that you are the person intended by the Transferor and entitled to receive the Funds; that you are not a person whose Accounts are blocked under regulations of OFAC of the United States Treasury Department; and that the Information you will provide is true, correct and complete.

We reserve the right to decline to complete any transfer, even after you have agreed to all of the Terms, if we have reason to believe that completing the transfer would result in a violation of law or expose us to liability, violation of law or risk of loss. Without limiting the foregoing, we will reject any transfer if you do not enter the code correctly after three [3] attempts. If the transfer is rejected for any reason, the funds will be returned to the Transferor.

**Miscellaneous** - You understand and agree that our service provider is not a bank, a broker-dealer firm, or any other kind of financial institution. You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts linked for the purposes of the Service; and that you are rightfully and expressly authorizing us to access the Accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement. GECU 's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of GECU 's right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended from time to time without notice. However, notices to you may be in writing and may be made either on-line, via e-mail, conventional mail or messages delivered through the Services at GECU 's discretion. This Agreement is personal to you and you may not assign it to anyone.

This Agreement shall be governed by and construed in accordance with the laws of Ohio, without giving effect to its conflict of law provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

This Agreement shall take effect and be binding upon you immediately upon the acceptance of your application for the Service by us.

## MOBILE BANKING SERVICE AGREEMENT AND DISCLOSURES

(Addendum to your Online Banking Service Agreement)

### DEFINITIONS

**Mobile Banking:** Accessing Online Banking to view your account(s) and/or perform transactions from your mobile device.

**Mobile Device:** A cellular phone or other wireless, electronic, communicable instrument that is internet-enabled and allows secure SSL traffic which is also capable of receiving text messages.

### ONLINE BANKING SERVICE

**Mobile Banking** - Mobile Banking is offered as a convenience and as a supplemental service to our Online Banking Services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your General Electric Credit Union account information, transfer funds, view account activity and available funds, and perform certain other transactions. To utilize Mobile Banking, you must be enrolled to use Online Banking. For a list of compatible browsers, please see **Section 3: Acknowledgements, Responsibilities, and Liabilities of Account Holder/User.**

Mobile Banking is bound within the terms and conditions of the Agreement the Online Banking Agreement and, from time to time, we may amend the terms affecting Mobile Banking services and modify or cancel these services altogether, without notice, except as may be required by law.



We reserve the right to limit the types and number of accounts and the right to refuse to make any transaction request made through Mobile Banking. We also reserve the right to modify the scope of the service at any time.

General Electric Credit Union may modify Mobile Banking services from time to time and add and/or remove certain features at our sole discretion. Any such added Mobile Banking services or features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking services or features are added and/or at the time of enrollment for the services or features, if applicable. In the event of any such modifications, you are responsible for making sure you understand how to use the Mobile Banking services as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the Mobile Banking services on your device.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supported on all mobile devices. General Electric Credit Union cannot guarantee and is not responsible for the availability of data services provided by your network carrier, such as data outages, 'out of range/area' issues, or if internet access is provided at all. Furthermore, General Electric Credit Union does not make any representation that any content or use of Mobile Banking is available for use in locations outside of the United States and accessing Mobile Banking from locations outside of the United States is at your own discretion.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service carriers, including but not limited to, your network carrier, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your network carrier for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your network carrier is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier directly without involving General Electric Credit Union.

## **ACKNOWLEDGEMENTS, RESPONSIBILITIES, and LIABILITIES of ACCOUNT HOLDER/USER**

**Mobile Banking Software License** - Subject to your compliance with this Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Software on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to download and install the Software to that new or different Mobile Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this Agreement; (ii) your deletion of the Software from your Mobile Device; or (iii) our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Mobile Device.

**Your Obligations** - When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

**Account Ownership / Accurate Information** - You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

**Proprietary Rights** - You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

**User Conduct** - You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would:

- Infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software;
- Be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity;
- 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);

- Be false, misleading or inaccurate;
- Create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers;
- Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- Potentially be perceived as illegal, offensive or objectionable;
- Interfere with or disrupt computer networks connected to Mobile Banking;
- Interfere with or disrupt the use of Mobile Banking by any other user;
- Use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

**No Commercial Use or Re-Sale** - You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

**Indemnification** - Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your improper use of Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

**User Security** - You agree not to give or make available your Mobile Banking Personal Identification Number (the "PIN") or other means to access your account to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your Mobile Device and PIN or other means to access Mobile Banking, you are responsible for any transactions they authorize. If you believe that your PIN, Mobile Device or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling Member Services at (800)542-7093 or (513)243-4328.

**Service Charges** - In the future, we may add to or enhance the features of Mobile Banking and reserve the right to amend any fee structures associated with Mobile Banking as offered at General Electric Credit Union.

**Hardware/Software Requirements** - You and your User(s) are responsible for obtaining, maintaining, and updating the necessary hardware and related equipment needed to utilize the SERVICES. As of the date of this Agreement, the necessary equipment includes: Personal Computer with Internet access and web browser **with 128-bit encryption**. To ensure your ability to view various features of the General Electric Credit Union's web site, you understand it is your responsibility to update your web browser periodically so that the entire web site may be viewed.

## ADDITIONAL PROVISIONS

**Mobile Banking Service Limitations** - Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking.

Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network, which you utilize to access Mobile Banking.

You agree to exercise caution when utilizing the Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

**Changes or Cancellation** - You may cancel your participation in Mobile Banking by calling us at (800)542-7093 or (513)243-4328. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking services. You agree that we will not be liable to you or any third party for any discontinuance of Mobile Banking.

**Third Party Beneficiary** - You agree that our service providers (including any provider of Software) may rely upon your

agreements and representations in this Agreement, and such service providers are third party beneficiaries to this Agreement, with the power to enforce those provisions against you, as applicable.

**Governing Law** - This Agreement is made in Ohio and shall be governed by the laws of the State of Ohio to the extent that Ohio Law is not inconsistent with controlling Federal Law. You also agree that Ohio's "Choice of Law Rules" will not be applied if they would result in the application of non-Ohio law.  
(6/2017)

## MOBILE DEPOSIT SERVICE AGREEMENT AND DISCLOSURES

This Mobile Deposit Service Agreement, ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Mobile Deposit service ("Service") offered to you by General Electric Credit Union ("GECU" or "Credit Union"). By using the Mobile Deposit Service or clicking the electronic signature "Consent" on the Mobile Deposit enrollment or application page shown on your mobile device, you and any joint owners or authorized users, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. The Mobile Deposit service is subject to the following terms and conditions and to the instructions, rules and terms provided to you via a link within the service and incorporated by reference herein.

### MOBILE DEPOSIT SERVICE

**Mobile Deposit Capture Process** - If we approve the Mobile Deposit service for you, you must use your password with your Login to access your accounts. You may photograph an image of checks with your mobile device creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. GECU may, in its discretion, convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

**Funds Availability** - Generally, all funds from items deposited through the Service will be placed on a two-business day hold. The business day cutoff for deposited funds is referenced in section 1.3. GECU reserves the right to place a longer hold on deposited funds if we deem necessary. You agree that the imaging and transmitting of checks alone does not constitute receipt by GECU. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by GECU that the transmission of a check or items does not contain errors or that funds will be available. Checks deposited through Mobile Deposit are not received by the Credit Union until we have acknowledged receipt and provided credit to your account.

**Deposit Limitations** - We may establish limits on the number and total amount of checks deposited using Mobile Deposit. Mobile Deposits are limited in amount to \$3,000 per business day (3:00 PM EST – 2:59 PM EST, with the weekend included in Monday's limit). In addition, GECU will enforce seven-day and thirty-day limitations to protect your account from possible fraudulent activity. Additionally, limits may vary by Member and may change over time. We may, in our discretion, reject or deposit the items in excess of these limits.

**Deposit Acceptance** - You agree that GECU may at any time, in its sole discretion, refuse to accept deposits of checks from you via Mobile Deposit session. In the event that the Service is interrupted or are otherwise unavailable, you may deposit checks in-person at a GECU branch or via night drop or mail or other contractually acceptable method.

**Member Account** – You must designate a GECU savings or checking account as the settlement account to be used for the purposes of settling, transactions requested in connection with Mobile Deposit. We will provide you with details of each specific transaction. You will be responsible for reviewing and balancing of any settlement account.

**Responsibility for Imaging** - You are solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the service. GECU shall not be responsible for providing or servicing any Equipment for you.

**Deposit Requirements** - You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States, excluding its territories. For checks not falling within this requirement you must deposit those

checks in person, using a night drop facility or by U.S. Mail. You agree that each check you deposit through the Service will meet the image quality standards directed in the application.

**Check Retention & Destruction** - You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and your Membership and Account Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond forty-five (45) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

**Deposit Prohibitions** - You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means:

- Any Substitute Check, the original of which has already been presented for deposit via the Service,
- Any image of a check that has already been deposited either as an original or as a substitute check
- Any original check, the Substitute Check of which has already been presented for deposit via Mobile Deposit.
- Checks payable to any person or entity other than you.
- Travelers checks, money orders, or savings bonds
- Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Any item that is stamped with a "non-negotiable" watermark.
- Checks written off an account at a financial institution located outside of the United States.
- Checks not payable in United States currency.
- Checks dated more than six (6) months prior to the date of deposit or deemed "VOID" on the date of deposit.
- Checks or items prohibited by the Credit Union.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks that have already been deposited or that are in the process of being deposited, nor will you attempt to redeposit or negotiate those checks with any other party
- Checks that have previously submitted through Mobile Deposit or through a remote deposit service offered at any other financial institution.
- Checks on which a stop payment order has been issued or for which there are insufficient funds.
- Checks that otherwise violate this Agreement.

In the event that you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

**Your Representations and Warranties** - You represent and warrant:

- that you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions;
- that all checks deposited through the Service are made payable to you;
- that all signatures on each check are authentic and authorized; and
- that each check has not been altered.

In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold GECU and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

**Financial Responsibility** - You understand that you remain solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless GECU fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

**Account Reconciliation** - You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Membership and Account Agreement after receipt of your account statement. If notified within such period, GECU shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

## **CREDIT UNION'S OBLIGATIONS**

**Financial Data** - We will review and process your electronic file through a batch processing at one time per day. GECU agrees to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. GECU shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.

**Service Availability** - You understand that Mobile Deposit availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within the control of GECU.

**Exception Items** - When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union there from may nevertheless be returned to Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to Credit Union.

**Account Information** - We will provide you with daily transaction history via the Internet and the Online Banking service detailing items processed, return items, and deposit adjustments.

**Retention of Check Images** - Credit Union will retain any substitute checks it generates for seven (7) years.

**Service Fees** - Currently there is no monthly fee for the Mobile Deposit Service. You agree to pay all fees and charges for deposit services as set forth on the Rate and Fee Schedule. All Service Fees are subject to change by Credit Union upon thirty (30) days written notice to Member.

**Disclaimer of Warranties** - MEMBER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GECU IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

### **CREDIT UNIOIN'S LIABILITIES**

**Direct Damages** - GECU'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. GECU'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

**Your Duty to Report Errors** - You will notify GECU of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify GECU of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve GECU of any liability for such error, omission, or discrepancy.

**GECU'S Performance** - You acknowledge and agree that GECU shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by GECU in performing Mobile Deposit, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that GECU's systems and procedures established for providing the Service are commercially reasonable.

**Limitations of Liability** - GECU shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:

We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law:

- The ownership of funds involving a transaction is in question;
- We suspect a breach of the security procedures;
- We suspect that your account has been used for illegal or fraudulent purposes; or
- We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

GECU will not be liable if a Member fails to report timely any error or discrepancy reflected in an account statement prepared by the Credit Union, or if a Member fails to report a breach of a security procedure. If GECU fails to perform under this Agreement in accordance with the standards set herein, GECU's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

**Force Majeure** - GECU shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

**Termination** - Either party may terminate this Agreement upon not less than ten (10) days prior written notice to the other party. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using the Service, and (ii) you will promptly remit all unpaid monies due under this Agreement. The Credit Union may immediately suspend or terminate your access to Mobile Deposit in the event that the Credit Union reasonably determines such suspension or termination is necessary in order to protect the Service or the Credit Union from harm or compromise of integrity, security, reputation, or operation.

**Modification of Services** - GECU reserves the right to modify the Service from time to time without making prior notice to Member, provided, however, that Credit Union will give you at least thirty (30) days' notice prior to making any modifications to the Service that would materially alter their functionality.

**Enforcement** - You agree to be liable to GECU for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of Ohio as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Ohio law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.