

Personal Online Banking Services Agreement and Disclosure

PLEASE READ THESE TERMS CAREFULLY. BY ENROLLING IN THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS ON THE ENROLLMENT PAGE. BY USING THE PERSONAL ONLINE BANKING SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. Scope of Agreement. This Personal Online Banking Services Agreement (the "Agreement") governs your use of Navigant Credit Union's Online Branch via the Online Banking Service (or "Online Banking") or the Mobile Banking Service (or "Mobile Banking") (collectively, the "Services") as well as any transactions that you may initiate or request through the Services ("Online Banking Transactions" or "Mobile Banking Transactions," as applicable). By subscribing to, or using, the Services, you agree to the terms and conditions in this Agreement and (after their effective date) any changes in such terms and conditions, as they apply to the use of the Services by you and any others whom you permit to use the Services. By using the Services, you consent to the electronic transmission of your financial information. Your consent will be deemed effective for as long as you use the Services.

This Agreement does not cover transfers you may make at one of our branch locations, through an automated teller machine ("ATM") or through our telephone banking system. This Agreement also does not cover online transactions for commercial, non-profit or public entity customers. We are providing you with this Agreement in accordance with, and it is subject to, Applicable Law.

2. Definitions. In this Agreement, the following definitions apply:

- (a) The words "**you**" and "**your**" mean a Credit Union member that has enrolled in the Services for use in connection with his/her Accounts.
- (b) The words "**we**", "**us**", "**our**" and "Credit Union" mean Navigant Credit Union.
- (c) The word "**Account(s)**" means any Personal Deposit Account(s), Personal Credit Account(s), Small Business Deposit Account(s) or Small Business Credit Account(s) that you may have with us.
- (d) The words "**Account Agreements**" mean the terms and conditions of any Credit Account Agreements, Deposit Account Agreements, Fee Schedule, and any other agreements, security instruments, disclosures, or other documents regarding your Accounts with us, each as may be amended from time to time.
- (e) The words "**Applicable Law**" mean laws of the State of Rhode Island and, to the extent applicable, federal laws and regulations.
- (f) "**Authorized User**" means a person that you authorize to use the Services and to access your Small Business Deposit Account(s) and/or Small Business Credit Account(s) through the Services.
- (g) "**Business Day**" means every day other than Saturday, Sunday or a state or federal holiday. In the absence of a specific reference to Business Day(s), any reference to day(s) in these Bill Pay Terms and Conditions shall mean Calendar Day(s).
- (h) The word "**Computer**" means your computer, Mobile Device, tablet or similar Internet-enabled device, any software, and the related equipment.
- (i) "The words "**Personal Credit Account(s)**" mean any home equity line of credit, home equity loan, installment loan, line of credit, or mortgage that you maintain with us that was established primarily for personal, family or household purposes.
- (j) The words "**Personal Deposit Account(s)**" mean any checking account, money market account, savings account, certificate of deposit, individual retirement account, or other deposit account that you have with us, that was established primarily for personal, family or household purposes.

- (k) The words "**Credit Account Agreement(s)**" mean the promissory notes, credit agreements, mortgages, security instruments, and any other documents, disclosures, or agreements that you execute or otherwise agree to that establish your rights and responsibilities under, and otherwise provide the terms and conditions of, your Personal or Small Business Credit Accounts with us.
- (l) The words "**Deposit Account Agreement(s)**" mean either the Credit Union's Personal or Business Deposit Account Agreement, Funds Availability Policy, Fee Schedule and (for Personal Deposit Accounts only) our Electronic Funds Transfer Disclosure and Truth in Savings Disclosure each as amended from time to time.
- (m) The words "**Electronic Fund Transfer**" (or "EFT") are used in this Agreement as defined in the Electronic Fund Transfer Act (15 U.S.C. §§ 1693 et seq.) and Consumer Financial Protection Bureau Regulation E (12 C.F.R. Part 1005), each as may be amended from time to time, to mean a transfer of funds initiated by a computer to or from your Personal Deposit Account(s) with us.
- (n) The words "**Fee Schedule**" mean the Credit Union's Service Fee Schedule applicable to either the Personal or Small Business Deposit Account(s) that you opened and maintain with us.
- (o) The words "**Linked Accounts**" mean:
- i. Personal or Small Business Deposit Accounts on which you are either:
 1. An individual owner; or
 2. An owner entitled to individually withdraw all of the funds in the Account at any time
 that you have linked to the Services.
 - ii. Personal or Small Business Credit Accounts on which you are a borrower that you have linked to the Services.
- (p) The words "**Mobile Application**" or "**Mobile App**" means a downloadable application designed to run on smartphones, tablets computers, smart watches or other Mobile Devices, through with Mobile Banking may be accessed.
- (q) The words "**Mobile Banking Account(s)**" means Accounts you designate during the enrollment process for use with the Mobile Banking Service.
- (r) The words "**Mobile Device**" means any web-enabled wireless device, including but not limited to, a phone or tablet, whose network allows secure SSL traffic that you use to access the Mobile Banking Service.
- (s) The words "**Small Business Credit Account(s)**" mean any small business purpose loan, line of credit, or other credit facility that you have with us. You understand and agree that your Small Business Credit Account(s) will not be used for personal, family or household purposes. These small business credit accounts are not eligible for protections under consumer protection laws and regulations.
- (t) The words "**Small Business Deposit Account(s)**" mean any small business purpose checking account, money market account, savings account, certificate of deposit, or other deposit account that you have with us. You understand and agree that your Small Business Deposit Account(s) will not be used for personal, family or household purposes. These small business deposit accounts are not eligible for protections under Regulation E or other consumer protection laws and regulations.
- (u) The words "**Transfer Instructions**" mean the information you provide to us through the Services regarding the amount of funds that you would like to transfer between your Linked Accounts using the Services.

Any terms that are not defined in this Agreement have the same meaning as in your Account Agreements, each as may be amended from time to time.

3. Related Agreements. In addition to this Agreement, your Linked Accounts are also governed by the terms and conditions of any Account Agreements provided to you regarding your Accounts with us. The terms and conditions of your Account Agreements, each as may be amended from time to time, are incorporated into this Agreement by their reference herein. This Agreement amends and supplements the terms and conditions of your Account Agreements as it regards the Services and any Online Banking Transactions that may be initiated through the Services. Should there be any conflict between the terms and conditions of this Agreement and your Account Agreements, this Agreement shall control to the extent of the inconsistency.

4. You Agree. You may use the Services to perform certain Online Banking Transactions or Mobile Banking Transactions as described below. By using the Services, you agree to the terms and conditions in this Agreement, and (as of their effective date) any changes in such terms and conditions that apply to the use of the Services by you and any others whom you permit to use the Services. If you do not agree with the terms and conditions contained in this Agreement (as may be amended from time to time), you may not use the Services. By using the Services, you consent to the electronic transmission of financial information. Your consent will be deemed effective for as long as you use the Services.

You understand and agree that each owner of a jointly owned Linked Account:

- (a) has consented to have such Account be a Linked Account;
- (b) is jointly and severally liable under this Agreement; and
- (c) agrees that we may act on the Transfer Instructions or other instructions of any joint owner concerning the Linked Account(s) without the consent of any other person.

5. Computer and Mobile Device Requirements. In order to use the Services, you will need the type of Computer and/or Mobile Device and related equipment described to you during the enrollment process. You are responsible for the installation, maintenance and operation of your Computer and Mobile Device. We are not responsible for any errors or failures caused by any malfunction of your Computer or Mobile Device, and we are not responsible for any computer virus or related problems that may be associated with the use of the Services, your Computer, Mobile Device or other Internet access. We strongly encourage you to routinely scan your Computer using reliable virus protection products, and to remove any viruses found using such products.

From time to time, we may require that you upgrade or install software to your Computer or your Mobile Device in order to ensure the proper operation of the Services. You agree to promptly load any such upgrades or additional installations upon our notice to you.

The Services use our proprietary software and/or the proprietary software of our licensors. If we have provided you with software to use with the Services, you are being granted a non-exclusive, non-transferable license to use this software and only for your personal, non-commercial use as provided in this Agreement. You may not disassemble, de-compile, copy, modify, reverse engineer, sell or distribute any of the Services or information or allow anyone else to do so.

The Services give you access to services and information which may be presented with a distinctive "look and feel." These services, information and "look and feel" are our proprietary property. You may not reproduce, sell or distribute all or any portion of the Services.

6. Registration For and Use of the Services. To register for the Services, you must maintain at least one Account with the Credit Union. You may automatically register for the Services by using your Social Security Number and temporary personal identification number (PIN) issued to you during the account opening process. During the registration process, you will be required to choose a new, unique User ID and Password, and to enroll in our enhanced login security feature. During the registration, you will be asked to verify your:

- (a) Name;
- (b) Address;
- (c) Telephone Number; and
- (d) E-mail Address.

You agree that when you establish (or subsequently change) your User ID and/or Password, you will do so in accordance with **Section 7** of this Agreement and any other guidance or instructions that we may provide to you under this Agreement or that may be posted on the Services.

Your registration in the Services may not be activated if we cannot verify your identity or other necessary information.

You may register for Online Banking through the Mobile App. You agree that you will provide us with all information that we request during this registration process, and to inform us of any changes to the information you provided during the registration process.

7. Your User ID and Password. You understand and agree that your User ID and Password are exclusively for your use to authenticate you to us when using the Services. You agree that we may rely on your User ID and Password to identify you when you use the Services, and to consider it as the equivalent of your signature authorization for any Online Banking Transactions or Mobile Banking Transactions you initiate through the Services.

You may change your User ID and Password at any time. When doing so, you agree that you will not use combinations that are easily guessed (such as your full name, birth date, phone number, email address or Social Security number) and to otherwise comply with **Section 8** of this Agreement. You also agree to adhere to the following requirements for your User ID and Password:

User ID	Password
<ul style="list-style-type: none">• 6 to 60 characters;• At least 5 letters; and• Must include at least 1 number.	<ul style="list-style-type: none">• 8 to 20 characters; and• No leading or trailing blanks permitted.• Cannot be all numbers

Navigant strongly recommends a strong password that includes the following:

- At least 1 upper case letter;
- At least 1 lower case letter;
- At least 1 of the permitted special characters

Except as is more fully discussed elsewhere in this Agreement and your Account Agreements, you understand and agree that you are responsible for all transfers, payments and mobile deposits made through the Services. You also acknowledge and agree that if you permit (an)other party(ies) to use your User ID and Password to access the Services, or otherwise authorize them to use the Services, you are responsible for any and all Online Banking Transactions or Mobile Banking Transactions that such party(ies) make(s) from your Account, even if it exceeds your authorization. You understand and agree that we may follow and comply with any Transfer Instructions entered using your User ID and Password.

8. Security Procedures. You agree to adhere to the following minimum Security Procedures when using the Services:

- Encryption.** In an effort to provide the highest degree of confidentiality and security, the Credit Union requires the use of browsers (whether on your Computer or your Mobile Device) that provide encryption using a 128-bit key. The higher the level of encryption, the harder it is for unauthorized parties to read the information. The Credit Union recommends that customers protect their financial information by using the most secure encryption possible. The Credit Union is not liable for losses resulting from the use of less than 128-bit encryption. If you elect to use a browser with less than 128-bit encryption, this implies your acceptance of this risk.

- (b) User ID and Password. You agree not to share your User ID or Password with anyone, and not to store such information in a conspicuous place. If you permit other persons to use your User ID and Password to access the Services, you are responsible for any resulting Online Banking Transactions from your Accounts. We will not be liable for and will not reimburse you for any losses that may occur as a result of use of your User ID and Password by persons you have authorized. If your User ID or Password is entered incorrectly on five (5) consecutive access attempts, your access to the Services will be blocked. If this occurs, please click on the "Forgot Password" link or contact us at the phone number listed in **Section 36** to reset your Password.
- (c) Third Party Computers; Public Use. You agree that if you access the Services from a Computer other than your own (such as a public computer terminal at a library) or if you use your Computer in a public location (such as a Wi-Fi enabled café), you will not leave it unattended while using the Services. You also agree that, in such situations, you will **not** enroll a public computer and you will always end your session by clicking on the Logout button located near the top right portion of the screen.
- (d) Clear Your Cache. You agree to clear your browser's cache on a regular basis in order to remove copies of web pages that may be temporarily stored on your system.
- (e) Safeguarding Your Mobile Device. If you use a Mobile Device to access the Services, you understand that there are additional safeguards that you must take to protect your Mobile Device. Mobile Transactions initiated through the Services will not display the full account number for any of your Accounts, it will display other sensitive information about your Accounts, including balances and last 4 digits of transfer amounts. In the account summary there are full account numbers in the account detail section. Anyone with access to your Mobile Device, User ID and Password may be able to view this information. You also agree to abide by all user manuals, guides, instructions and other documentation that (individually and collectively, the "Mobile Device Documents") your telecommunications company and/or Mobile Device manufacturer provide to you regarding the proper and appropriate use of your Mobile Device (e.g., always end your Mobile Banking session by clicking "Logout") . Among other things, you agree that you will not "jailbreak" or otherwise tamper with the appropriate use of your Mobile Device as outlined in the Mobile Device Documents.

Additional, optional authentication methods may be offered by the Credit Union from time to time. These additional biometric authentication methods may include Fingerprint ID or Touch ID®, an authentication method using Member's fingerprint, Face ID®, an authentication method using Member's faceprint for use with the Mobile App and certain eligible Mobile Devices. When made available by the Credit Union, Member may turn on or off these authentication methods by checking or unchecking the "Enable Fingerprint ID, Touch ID or Face ID" checkboxes on the Settings screen within the Mobile App. Fingerprints and faceprints are stored on the Mobile Device only. Credit Union will never see Member's fingerprint or faceprint information and Credit Union will never store fingerprint or faceprint information. Member acknowledges that by enabling FingerprintID, Touch ID or Face ID, anyone who has a fingerprint or faceprint stored on Member's Mobile Device will have access to Member's Account information via the Mobile App. Credit Union reserves the right to suspend or disable this feature at any time. Fingerprint ID, Touch ID and Face ID can only be associated with one User ID at a time on a Mobile Device. If Member believes someone has gained unauthorized access to its Account(s) or its Access Devices have been stolen, contact the Credit Union as provided in **Section 36**.

The Credit Union will not be liable to you for any losses that may result from your failure to follow these security procedures. If you violate our security terms, the Credit Union has the right to limit or cancel your use of the online banking services.

9. Online Banking Transactions. You can use your electronic device, User ID and Password to access Online Banking 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods. These maintenance periods are scheduled approximately once per month. We reserve the right to reschedule these maintenance periods at any time and without advance notice to you. In some instances, emergency maintenance may be necessary and we may be unable to provide advance notice to you. Additionally, we reserve the right to change the scope of Online Banking or to block the scope of the Online Banking (in each case, without advance notice to you) to maintain or restore security to

our Web Site and systems if we reasonably believe your User ID and Password has been or may have been obtained and/or used by an unauthorized person(s).

Using Online Banking, you may perform the following Online Banking Transactions or enroll in additional services:

- (a) Account Inquiries: You may review information regarding your Linked Accounts through Online Banking, including information on your Account transactions occurring during the last 365 days (30 days via Mobile Banking). Any balances displayed through Online Banking are still subject to verification by us and they may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, items in process or charges.
- (b) Check Image Retrieval: You may view and print the front and back of available digital images of checks that have been paid from your Deposit Accounts that are Linked Accounts.
- (c) Credit Account Payments: You may provide us with Transfer Instructions requesting that we transfer funds from your Personal or Small Business Deposit Accounts (other than Certificates of Deposit, Individual Retirement Accounts ("IRAs") and Passbook Accounts) that are Linked Accounts to Online Banking to make either one-time or recurring payments on those Personal or Small Business Credit Accounts you have with us that are Linked Accounts. Please limit the number of payments made from your savings accounts in accordance with the transaction limitations for these accounts discussed in **Sections 10 and 11**, below, and in your Account Agreements.
- (d) Transfers: You may provide us with Transfer Instructions requesting that we make one time or recurring transfers of funds between your Linked Accounts. This includes transfer of funds on deposit between your Personal or Small Business Deposit Accounts (other than Certificates of Deposit, IRAs and Passbook Accounts), as well as advances from line of credit accounts that you have with us to one or more Personal or Small Business Deposit Accounts (other than Certificates of Deposit, IRAs and Passbook Accounts).
- (e) Financial Management (FM) Software: If you are using Online Banking, you may supplement and/or enhance it by use of a one-way connection ("Web Connect") from Online Banking to certain FM software (e.g., Intuit's QuickBooks and related products) which allows you to automatically download transactions and match them with existing transactions from your FM software. Direct Connect works with the current version of supported FM Software or the previous two years' version of supported FM Software. You may enroll in Direct Connect under the "Additional Services" tab within Online Banking. You may also be permitted to access Online Banking by direct connection ("Direct Connect"). Direct Connect provides for two-way connectivity which allows you to automatically download transactions and match them with existing transactions, to initiate transfers and to initiate Bill Payments if you are enrolled in Navigant's Bill Pay Service. Access to Account information through FM software must be done using an active User ID, Password and any other access devices or other secure method as may be required. If you choose to use FM software, you must purchase this software from the software manufacturer, or a retailer of your choice. Your use of the FM software is governed by the software license agreement(s) included with each software application. You must agree to the terms and conditions of the software license agreement(s) during the installation of the FM software on your Computer. You are responsible for the correct set-up and installation of the FM software, as well as maintenance, updates and upgrades to the FM software and/or your Computer. We make no warranties nor accept any liability for such software. We are not responsible for any problems related to the FM software itself, your Computer or your ability to connect using the FM software as described in this Agreement. You are responsible for all Online Banking Transactions that you authorize using FM software. If you permit an Authorized User or other persons to access Online Banking using FM software, you are responsible for all Online Banking Transactions they authorize. You must establish your own internal security procedures for employees that you authorize to use Online Banking via FM software and to prevent unauthorized use by other employees or persons. You should verify all Account data obtained and Online Banking Transactions executed on your Accounts using FM software. Our records of Online Banking Transactions, instructions and communications regarding your Accounts and use of Online Banking supersedes any records stored or created on your Computer equipment

through the use of FM software. You are responsible for any and all obligations to any software vendor arising from your use of that vendor's FM software. FM Software may not be used with Mobile Banking.

Navigant may establish other security procedures for enrollment in and/or access to Online Banking and for authorization of any transactions involving Direct Connect Account(s).

- (f) Online Bill Pay: We also offer an electronic method that allows you to schedule bill payments through the Internet. This Online Bill Pay service is offered through Fidelity National Information Systems (the "Bill Pay Provider"). You must be 18 yrs. of age, have a checking account and be enrolled in Online Banking to enroll in the Online Bill Pay service. You must separately enroll to use the Online Bill Pay service. Your use of the Online Bill Pay service is subject to a separate agreement that will be provided to you when you enroll for this functionality (the "Online Bill Pay Terms and Conditions"). If enrolled, you understand and agree that the Online Bill Pay Terms and Conditions are incorporated into and are considered part of this Agreement.
- (g) Mobile Deposit Service: We also offer you the means to make mobile deposits to your Personal Deposit Accounts that are Linked Accounts using your Mobile Device through our Mobile Remote Deposit Service (the "Mobile Deposit Service"). You must be enrolled in the Service to enroll in the Mobile Deposit Service. Your use of the Mobile Deposit Service is subject to a separate agreement that will be provided to you when you enroll for this functionality (the "Mobile Remote Deposit Services Agreement"). If enrolled, you understand and agree that the Mobile Remote Deposit Services Agreement are incorporated into and are considered a part of this Agreement.
- (h) Account to Account External Funds Transfers (A2A) & Person to Person Transfers (P2P): We also offer you the means to transfer funds from your Account(s) to your account(s) at other financial institutions ("A2A Transfers") and the means to transfer funds from your Account(s) to the account of another person ("P2P Transfers"). Separate enrollment is required for A2A Transfers and P2P Transfers. These services are only eligible for use with consumer checking accounts. Transaction fees may apply, please see the current fee schedule.
- (i) Electronic Statements (eStatements): Separate acceptance of electronic statements and terms of service required at enrollment. View print and save your deposit and loan account statements. Note: loan account statements are only available when enrolled in auto-pay.
- (j) New Accounts: Open an additional deposit account or apply for a consumer loan.
- (k) Money Management: Enroll in (MX) our partner Money Management service, a personal budgeting tool.
- (l) SMS Text Banking: You can enroll your mobile phone number to request balances and transfer funds between eligible accounts.
- (m) Debit Card Controls: This service allows you to turn your card on or off, set alerts and spending limits and submit travel notifications. See Exhibit A for full terms and conditions.

When you provide us with Transfer Instructions requesting either a Credit Account Payment or a Transfer between Accounts, you authorize us to withdraw (or advance, in the case of a Credit Account) the necessary funds from the Account that you designate. You will not be able to cancel these Transfer Instructions once they are submitted. You agree that you will instruct us to make a withdrawal only when a sufficient balance (or available credit) is or will be available in the Account at the time of the transaction. We will not be obligated to act on Transfer Instructions if there are not sufficient funds available to complete the transaction at the designated time.

Your ability to perform these Online Banking Transactions is subject to the limitations described **Sections 10 and 11** of this Agreement and any limitations that may be described in your Account Agreements. We may, from time to time, introduce new types of Online Banking Transactions. We will provide you with notice of these new transaction types to the extent and in the manner required by Applicable Law. We will update this Agreement to incorporate these new transaction types. Your use of the new transactions will signify your acceptance of the terms and conditions governing the new transaction types.

Any transfers made from or between your Accounts with us through Online Banking will appear on your monthly Account statement. You agree to review your statement promptly and in accordance with your Account Agreements. You must tell us at once if your statement shows any Online Banking Transactions that you did not authorize.

10. Limitations on Online Banking Transactions. Your ability to conduct Online Banking Transactions through Online Banking is subject the following limitations:

- (a) Passbook Accounts. You may not use Online Banking to initiate any transfers to or from your passbook account.
- (b) Dollar and Frequency Limitations on Transfers. Funds can be transferred immediately or on a future date between your Personal or Small Business Deposit Accounts that are Linked Accounts. We reserve the right to limit the frequency and dollar amount of transfers for security reasons. You may transfer any amount of your available balance (as defined in the Deposit Account Agreement) per transaction, as long as the transaction does not cause the available balance in your Personal or Small Business Deposit Account to be less than zero. Funds transfers between your Linked Account(s) initiated on your Computer using Online Banking, and received by us or our agent(s) by 9:00 P.M. Eastern Time (or by Noon on Saturday) will be effective on the current Business Day. Funds transfers processed on your Computer using Online Banking, and received after these times or any time on a Sunday or federal holiday will be effective the following Business Day. Transfers from your Linked Accounts must be made in accordance with the terms of this Agreement and any applicable Account Agreements. The rules governing transfers from your Linked Account(s) as discussed in this Agreement apply only to transfers initiated through Online Banking. Unless you designate a future date on which a transfer is to be made, we will make the transfer immediately after you provide us with your Transfer Instructions, subject to the cut-off times provided above.

11. Mobile Banking

11.1 *Enrolling in Mobile Banking.* In order to use Mobile Banking, you must have an eligible Mobile Device. To access Mobile Banking, you will use the same Username and Password that you use for Online Banking. Although Mobile Banking is phone device agnostic and will work with most Mobile Devices, the enrollment process may require you to provide information about the Mobile Device that you will use for Mobile Banking, as well as the telephone number for your Mobile Device, the telecommunications carrier that provides service to your Mobile Device, and your email address. Enrollment requires identification of your banking relationship with the Credit Union as well as verification of your Mobile Device. The Mobile Device verification is completed by you receiving an SMS message with an activation code on your Mobile Device that requires you to reply. If you use a handheld mobile device other than your Mobile Device to access Mobile Banking, all SMS text messages originating from Mobile Banking will be sent to the Mobile Device you entered and verified when registering for Mobile Banking. ***It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated.*** We reserve the right to refuse or cancel your registration for Mobile Banking if we cannot verify information about you and/or your Mobile Device.

11.2 *Mobile Banking Requirements.* Mobile Banking may be provided in one or more formats, including without limitation: (a) "Mobile Browser Banking," which is the mobile-optimized version of the authenticated portions of the designated Credit Union website through which Mobile Banking may be accessed from any web-enabled Mobile Device; (b) "Mobile App," which is a downloadable application designed to run on smartphones, tablet computers and other Mobile Devices, through which Mobile Banking may then be accessed; or (c) "Text Banking," which is a text messaging service component of Mobile Banking that uses standardized communication protocols to allow fixed line or Mobile Devices to exchange short text messages regarding your Mobile Banking Accounts. Not all methods will be available on all Mobile Devices. If you use Mobile Banking in the form of SMS messages or email, you are solely responsible for the content of and the mis-delivery of any SMS messages and emails. You agree to provide accurate source indication (i.e., the Mobile Device's mobile phone number for SMS messages) of any SMS messages you send. **YOU ACKNOWLEDGE THAT THESE MESSAGES MAY**

INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR EMAIL ACCOUNT MAY BE ABLE TO VIEW YOUR CONTENT. We may change Mobile Banking or its requirements at any time and may refuse to process any transaction through Mobile Banking at any time. You are required to know and understand how to use Mobile Banking, as it may be changed or upgraded. We will not be liable for any losses or damages due to delays or transmission errors or failures caused by you or your telecommunications carrier.

11.3 *Standard Data and Text Messaging Rates Apply.* **You understand that the standard data and text messaging rates charged by the telecommunications carrier providing service for your Mobile Device apply when you use your Mobile Device to enroll in and use Mobile Banking.**

11.4 *Representations and Warranties.* When enrolling in and using Mobile Banking, you represent and warrant that:

- (a) The Mobile Banking Accounts and other financial information that may be accessed via Mobile Banking are in your name (as owner, co-owner, or as otherwise expressly agreed by us in our sole and exclusive discretion);
- (b) By enrolling the Mobile Banking Accounts in Mobile Banking and conducting transactions on the Mobile Banking Accounts using Mobile Banking, you represent that you are not violating the rights of any other person, nor is the consent of any third person required for you to enroll in Mobile Banking or conduct transactions on the Mobile Banking Accounts;
- (c) You are authorized to permit us or any of our third party vendors to use any information submitted by us to configure Mobile Banking to be compatible with the Mobile Banking Accounts and the Mobile Device; and
- (d) All information provided to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information.

11.5 *Covenants and Agreements.* When enrolling in and using Mobile Banking, you covenant and agree that:

- (a) You will not misrepresent your identity or Account information;
- (b) You will keep your Mobile Banking Account information up-to-date and accurate;
- (c) We and our service providers may send you, by SMS text message, email, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out where required by Applicable Law), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking or Online Banking;
- (d) You will use Mobile Banking carefully, keeping your Username, Password and other credentials required to log-in to Mobile Banking confidential and secure and refraining from sharing such information with others;
- (e) You will check your statements and transactions regularly, to report any errors to us promptly by contacting us as provided in **Section 36** and to cancel immediately your participation in Mobile Banking if you observe any material errors in Mobile Banking; and
- (f) If you use any location-based feature for Mobile Banking, you agree that its geographic location and other personal information may be accessed and disclosed through Mobile

Banking. If you wish to revoke access to such information, you must cease using location-based features of Mobile Banking.

(g) You further agree that you will not:

- (i) Participate in or assist in any fraudulent or deceptive act or practice;
- (ii) Use Mobile Banking or Mobile App(s) to impersonate another person or entity;
- (iii) Violate any law, statute, ordinance or regulation;
- (iv) Make a statement to us that is false, misleading or inaccurate;
- (v) Be defamatory, libelous, unlawfully threatening or unlawfully harassing;
- (vi) Interfere with or disrupt Mobile Banking or Mobile App(s) or other software;
- (vii) Interfere with or disrupt the use of Mobile Banking by any other user; or
- (viii) Use Mobile Banking or the Mobile App(s) to gain unauthorized entry or access to the systems or information of others.

11.6. *Accurate Information.* You agree that all information you provide to us in connection with Mobile Banking will be accurate, current and complete. You will not misrepresent your identity or Account information to us. **YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION YOU PROVIDE TO US.**

11.7. *Mobile Banking Security.*

11.7.1 You agree to use Mobile Banking carefully, to keep any passwords, usernames, security information and your activation code for using Mobile Banking confidential and secure and not share them with others. We shall be entitled to conclude that any person using your Username and Password or possessing your security information is authorized to receive information about and perform transactions relating to the Mobile Banking Accounts enrolled in Mobile Banking. You agree not to provide other persons with access to Mobile Banking using your Username, Password, activation code, or security information, nor will you impersonate or use anyone else's Username, Password, activation code, or security information at any time, even if authorized by that person to do so. We also strongly encourage you to enable the "LOCK" feature on your Mobile Device for additional security. You agree that you are responsible for reviewing promptly each periodic statement for your Account(s) (including each Mobile Banking Account) in order to detect any unauthorized transactions.

11.7.2 Additional, optional authentication methods may be offered by us from time to time. These additional biometric authentication methods may include Face ID®, Touch ID® and Fingerprint ID Authentication for use with the Mobile App and certain eligible Mobile Devices. When made available by us, you may turn on or off these authentication methods by checking or unchecking the "Face ID", "Enable Touch ID" or "Fingerprint ID" on the Settings screen within the Mobile App. Fingerprints and Faceprints are stored on your Mobile Device only. We will never see your faceprint or fingerprint information and we will never store your faceprint or fingerprint information. You acknowledge that by enabling Face ID, Touch ID or Fingerprint Sign In, anyone who has a faceprint or fingerprint stored on your Mobile Device will have access to your personal and payment Account information via the Mobile App. We reserve the right to suspend or disable this feature at any time. Biometric Sign In can only be associated with one Username at a time on a Mobile Device. If you believe someone has gained unauthorized access to your Mobile Banking Account(s) or your Username and/or Password has been stolen, contact us as provided in **Section 36**.

11.8. *Proper Use of Mobile Banking.* Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use your Mobile Device and Mobile Banking and associated software / application (the "Software") before using it, and that you always use it in accordance with any online instructions that may be delivered to you. From time to time we may

change, upgrade, or add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of Mobile Banking and/or Software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device. You agree to exercise caution when utilizing Mobile Banking and to use good judgment and discretion when obtaining or transmitting information.

11.9. *Text Banking.* Text Banking enrollment options can be found under the additional services tab off the main menu of Online Banking. You may use Text Banking to request information about your Mobile Banking Accounts by sending us a text/SMS message to request balance and/or transaction information. You will receive a text/SMS message reply with the requested balance and/or transaction information. With Text Banking, your texts certain commands or codes to us to obtain the requested information– e.g., text “BAL” to get balances on all of your Mobile Banking Accounts in reply. (Other commands or codes that may be used with this feature may be found on the alerts and notifications page under the additional services page of online banking. With this feature, no personal information is exchanged (such as your full Account number, Password or email address).

11.10. *Mobile Banking Transaction.* You may use Mobile Banking to initiate the following types of transactions to or from your Mobile Banking Accounts through your Mobile Device using the Mobile App (each, a “Mobile Banking Transaction”): make transfers between eligible Accounts, schedule bill payments, deposit checks and send an electronic payment to another person or financial institution where you hold an account.

11.10.1 *Account Inquiries:* You may review information regarding your Mobile Banking Accounts through Online Banking, including information on your Account transactions occurring during a minimum of the last thirty (30) days. Any balances shown will include a date as of which the balance is shown. This balance may not be your actual available balance, and it may include deposits that are still subject to verification by us. The balance shown may also differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, items in process, charges or unsettled debit card activity.

11.10.2 *Personal Loan Payments:* You may provide us with Transfer Instructions requesting that we transfer funds from your Personal Deposit Accounts (other than certificates of deposit, individual retirement accounts (“IRAs”) and passbook Accounts) that are Mobile Banking Accounts to make either one-time on those Personal Loans you have with us that are Mobile Banking Accounts under Online Banking. Please limit the number of payments made from your savings or money market Accounts in accordance with the transaction limitations for these Accounts discussed in **Section 12** below, in your Online Banking Agreement and/or in your Deposit Account Agreement. Some limitations to the frequency of Personal Loan transactions may apply.

11.10.3 *Transfers:* You may make immediate, one-time transfers of funds between your Mobile Banking Accounts (each such transfer a “Mobile Transfer”). You may transfer any amount of your available balance (as defined in your Deposit Account Agreement) per Mobile Transfer as long as the transaction does not cause your available balance in the Mobile Banking Account to be debited to be less than zero. Mobile Transfers received by 9:00 P.M. will be effective on the current Business Day. Mobile Transfers made after this cut-off time or any time on a Saturday, Sunday or federal holiday will be effective the following Business Day. You are not able to schedule future or recurring transfers with Mobile Banking.

11.10.4 *Quick Balance:* This feature allows you to view your Account balance on the Mobile App without entering your Password. You can designate which accounts are seen through Quick Balance on a mobile device. This feature can be enabled behind online banking for any compatible smart device.

11.10.15 *Bill Payments.* If you are enrolled in Online Bill Pay, you may add a new payee, schedule bill payments and edit/cancel payments using Mobile Banking.

11.11 *Mobile Banking Services-* You can also enroll in our debit card control service, Money Management or apply for an additional account or loan, reorder personal checks and access Turbo Tax.

You may also have access to enroll in new services as they are added to mobile banking. You may update your profile settings related to login and security as needed.

11.12. *Limitations on Mobile Transactions.*

11.12.1 *Lines of Credit.* There is no minimum credit advance on lines of credit. The maximum credit advance cannot exceed the amount permitted by the Personal Loan Agreement governing the line of credit.

11.12.2 *Dollar and Frequency Limitations on Transfers.* Certain Mobile Transfers can be made as described in **Section 11.11.3**. We reserve the right to limit the frequency and dollar amount of these transactions for security reasons. Mobile Transfers from your Mobile Accounts must be made in accordance with the terms of this Addendum, the Online Banking Agreement and any applicable Account Agreements.

11.13. *Mobile Device Limitations.* Mobile Banking and some Mobile Banking Transactions may not be available on all types of Mobile Devices. You also understand and agree that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

11.14. *Mobile Device Widget.* This feature allows you to install a widget on your Apple Mobile Device which displays your Account balances without requiring you to log into the Mobile App.

12. Stop Payment of Preauthorized EFTs. If you have told us in advance to make regular, preauthorized EFTs from your Personal or Small Business Deposit Account(s), you can stop any of these payments. Here's how: call or write to us at the phone number and/or address provided in **Section 36** of this Agreement.

In order to stop payment on preauthorized EFTs, we must be notified at least 3 Business Days prior to the regularly scheduled EFT date. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We may charge you a fee (as provided in our Deposit Account Agreements) for each stop payment order you give.

13. Liability for Failure to Stop Payment of Preauthorized EFTs from Your Personal Deposit Accounts. If you order us to stop one of these payments from your Personal Deposit Account(s) 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, subject to the limitations set forth in your Account Agreements and elsewhere in this Agreement.

14. Notice of Varying Amounts of Preauthorized EFTs. If your preauthorized EFTs may vary in amount, the person (or organization) you are going to pay will tell you at least 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.

15. Direct Deposits. If you have arranged to have direct deposits made to your Personal or Small Business Deposit Account at least once every 60 days from the same person or company, you can call us at the phone number listed in **Section 36** to find out whether the deposit has been made.

16. E-Mail Communication. Normal Internet e-mail is not secure. Do not send confidential or sensitive information, such as a social security number, account number, personal identification number (PIN), User ID or password within the body of an email or any attachments thereto. You agree to use a secure form located behind online banking, provided by Navigant to submit an address change, request to stop payment or request a copy of a check. Secure e-mail options may be available by visiting www.navigantcu.org and clicking on "Contact Us." Navigant will not immediately receive e-mail that you send through the website. Therefore, you should not rely on e-mail if you need to communicate with us immediately (for example, to request a stop payment, to report a lost or stolen ATM or debit card and/or Password, to report an unauthorized transaction from one of your Deposit Accounts, or to report an error on your statement). We will not take actions based on your e-mail requests until we actually receive your message and have a reasonable opportunity to act.

17. Hyperlinks. We may elect to display one or more hyperlinks on the Service web site from time to time. A hyperlink is any highlighted words or phrases in a document that allow you to click through to another section of the same document or to another document on the Internet. A hyperlink may allow you to click through to a third-party web site over which we have no control. We specifically disclaim any responsibility for the content, products and services provided at linked third party web sites. The Credit Union is not liable for any failure of the products or services advertised on third party web sites. You should be aware that third party web sites may have privacy policies that differ from our privacy policy; it is your responsibility to review privacy policies at the linked third-party web sites to determine whether those policies are acceptable to you. The linked third-party web sites may provide less security than the Credit Union's web site.

18. Right to Get Documentation of EFTs. You will get a monthly statement covering the EFTs that you conduct on your Personal Deposit Account (unless there are no EFTs in a particular month, in any case you will get a statement at least quarterly). You agree to review your monthly statement promptly after you receive it in accordance with this Agreement and your Personal Deposit Account Agreement. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address. Certain Personal and Small Business Deposit Accounts, including but not limited to savings accounts, money market deposit accounts, CDs and IRAs, will receive a quarterly statement if there is no EFT activity.

If you have a passbook savings account with us where the only possible type of EFTs are direct deposits, if you bring your passbook to us we will record any electronic deposits made to your passbook savings account since the last time you brought in your passbook.

A copy of any documentation provided to you which indicate that an EFT transaction was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

19. Our Liability If We Fail To Make Certain EFTs From Your Personal Deposit Accounts. The following applies to EFTs from your Personal Deposit Account(s) only. If we do not complete an EFT to or from your Personal Deposit Account on time or in the correct amount according to our agreement with you, we will be liable only for your losses or damages. However, there are some exceptions to our liability to you. We will NOT be liable, for instance:

- (a) If, through no fault of ours, you do not have enough money in your Deposit Account(s) to make the transfer.
- (b) If the transfer would go over the credit limit on any overdraft line of credit associated with your Deposit Account.
- (c) If the Service was not working properly and you knew about the breakdown when you started the Online Banking Transaction.
- (d) If circumstances beyond our control prevent us from making a transfer or payment, despite reasonable precautions that we have taken (such circumstances include Internet or wireless telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods).
- (e) If you do not give proper, complete or correct Transfer Instructions, or you do not follow the procedures in this or any other Account Agreement with us for requesting such services.
- (f) If your User ID and/or Password has been reported lost or stolen, or we have canceled your User ID and/or Password, or the Service.
- (g) If we have reason to believe that you or someone else is using the Service for fraudulent or illegal purposes.

There may be other exceptions and limitations stated in this Agreement and in our Personal Deposit Account Agreement with you.

20. Disclosure of Deposit Account Information to Third Parties. We will disclose information to third parties about your Deposit Account and/or the Online Banking Transactions you make:

- (a) For certain routine disclosures necessary for the completion of an Online Banking Transaction or to resolve errors;
- (b) For verification of the existence and condition of your Deposit Account for a credit bureau or merchant;
- (c) Pursuant to a court order or lawful subpoena;
- (d) By your written authorization; or
- (e) In accordance with our privacy policy.

21. Limit of Our and Other Providers' Responsibilities. We agree to make reasonable efforts to ensure the full performance of the Service. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of any messages or Transfer Instructions you send. We are not responsible for any losses or delays in transmission of Transfer Instructions arising out of the use of any Internet and wireless service provider, your connection to the Internet, or caused by your Computer or Mobile Device by any browser software installed thereon.

Our sole responsibility for an error in an Online Banking Transaction will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. If a court finds that we are liable to you because of our actions or inactions under or in connection with this Agreement, you may recover from us only your actual damages in an amount not to exceed the total fees and charges paid by you to us under and in connection with this Agreement during the preceding six (6) months. You agree that this dollar limitation is reasonable, to the extent permitted by Applicable Law. Our liability is further limited as set forth in the Account Agreements. In states which do not allow the exclusion or limitation of liability for indirect, special incidental or consequential damages, our liability is limited to the maximum extent permitted by Applicable Law. We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of your use of the Service. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF A THIRD PARTY OR PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW.

22. Additional Limits on our Liability to You. In addition to any other limitations on our liability found in this Agreement or the Account Agreements, you understand and agree that we will not assume responsibility for losses and damages that occur:

- (a) If you have not properly followed the instructions that we provide on how to make an Online Banking Transaction;
- (b) If there is a delay or interruption in our provision of the Service or in the execution of Online Banking Transactions you request due to the acts of so-called hackers or crackers, viruses, or denial of service attacks;
- (c) If there is any loss, damage or injury resulting from (i) an interruption in your electrical power, telephone service or wireless service; (ii) the disconnecting of your telephone line or cancellation of service to your Mobile Device by your telephone company or wireless provider or from deficiencies in your line quality; (iii) any defect or malfunction of you Computer or Wireless Device; (iv) an interruption of the service provided by your Internet or wireless service provider; or (v) any other loss of communications services, including, without limitation, cable and satellite services;
- (d) If we decline or are unable to process an Online Banking Transaction because we have a reasonable basis for believing that, through no fault of ours, an unauthorized use of your User ID, Password, or Account(s) has occurred or may be occurring; and

- (e) **IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY LOSS INCURRING, WITHOUT LIMITATION, LOSS OF DATA, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HERE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY, OR DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION OR LIMITATIONS MAY NOT APPLY TO YOU.**
- (f) If the money in your account is subject to legal process or other encumbrances restricting the transfer.
- (g) Other exceptions as stated in this agreement.

23. Unauthorized Online Banking Transactions and/or Mobile Banking Transactions from Your Personal Deposit Account(s). Tell us AT ONCE if you believe your User ID and/or Password has been stolen or used without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Personal Deposit Account (plus your maximum overdraft line of credit, as available). If you tell us within 2 Business Days after you learn of the loss or theft of your User ID and/or Password, you can lose no more than \$50 if someone used your User ID and/or Password without your permission.

If you do NOT tell us within 2 Business Days after you learn of the theft of your User ID and/or Password, and we can prove we could have stopped someone from using your User ID and/or Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Online Banking Transactions and/or Mobile Banking Transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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.

24. IN CASE OF ERRORS OR QUESTIONS ABOUT ONLINE BANKING TRANSACTIONS AND/OR MOBILE BANKING TRANSACTIONS FROM YOUR PERSONAL DEPOSIT ACCOUNTS. Telephone us at and/or write us at the phone number and address listed in **Section 36** of this Agreement 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 60 days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and Personal Deposit Account number (if any).
- b. 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.
- c. 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 an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your Personal Deposit Account within 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 10 Business Days, we may not credit your Personal Deposit Account.

For errors involving new Personal Deposit Accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Personal Deposit Accounts, we may take up to 20 Business Days to credit your Personal Deposit Account for the amount you think is in error.

We will tell you the results within three 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.

25. Unauthorized Online Banking Transactions or Mobile Banking Transactions from Your Small Business Deposit Account(s). You represent and warrant to us that you have taken all action necessary to access and use the Service and that any resolutions, certifications, authorizations or other documents submitted to us in connection with the Services are true, accurate, complete and up to date. You, and each Authorized User you designate to use the Services on your behalf during registration or other documents for the Services, also represent and warrant to us that each Authorized User is duly authorized to bind you in all transactions involving the Services. For any transaction involving the Services, we may act on the instructions of any Authorized User or other person we believe are authorized to act on your behalf.

You also acknowledge and agree that the Security Procedures outlined in this Agreement are commercially reasonable, and that it is commercially reasonable that these Security Procedures are not designed to detect errors in the content of any Transfer Instructions or Payment Instructions that you may provide to us. You also understand and agree that the Security Procedures, even when properly implemented by you and us, do not provide a guarantee against unauthorized access to information or unauthorized transactions. Accordingly, you agree to assume all risks in connection with the establishment and/or use of the Service. Without limiting the generality of the foregoing, you agree that if Account information is accessed, or if a Transfer Instruction or Payment Instruction is made by an Authorized User or any other party using your User ID and Password that we may treat that access and such instructions as being authorized by you (regardless of whether or not it was actually authorized by you), and you agree to be bound by any Online Banking Transactions or Mobile Banking Transactions implemented through those instructions.

You also understand and agree that you are liable for all Online Banking Transactions or Mobile Banking Transactions that you or Authorized Users may make, even if they exceed the authority you provide to such Authorized Users. You will be liable for all Online Banking Transactions or Mobile Banking Transactions by an Authorized User until you have notified us of the revocation of the Authorized User's authority and we have had a reasonable time to act on such notice. You are also liable for any and all unauthorized use of the Service that occurs before you have notified us that a User ID, Password or other means of access in your possession or control have been lost or stolen or used without your authority and before we have had a reasonable opportunity to act on such notice.

With respect to all claims of third parties, you agree to reimburse and indemnify us and hold us harmless against any and all damages, losses, liabilities and claims of any kind or nature, including attorney's fees and court costs, arising out of or in connection with, the performance by us of our duties and obligations under this Agreement, as well as all costs and expenses of defending against any claim or liability arising out of or relating to this Agreement.

26. In Case of Errors or Questions About Online Banking Transactions or Mobile Banking Transactions from Your Small Business Deposit Account(s). Telephone us at and/or write us at the phone number and address listed in **Section 36** of this Agreement 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 60 days after we sent the FIRST statement on which the problem or error appeared.

(a) Tell us your name and Small Business Deposit Account number (if any).

- (b) 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.
- (c) 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 tell you the results of our investigation within a reasonable period of time after we hear from you and we will correct any error.

27. Contact in Event of Unauthorized Online Banking Transactions and/or Mobile Banking Transactions. If you believe that your User ID and/or Password has been lost or stolen, call or write to us at the telephone number and address found in **Section 36**.

28. Address Changes. We will rely on your address and e-mail address as it appears in our records and as you provided to us when enrolling in the Service. If you change your e-mail address, you are responsible for updating it in the My Settings section within Online Banking.. To change your mailing address with us, you must notify us in writing at the address provided in **Section 36** of this Agreement or via the secure form service that we make available to you within Online Banking.

29. Fees. We do not charge consumer online bankers any fees to for the Service or to conduct Online Banking Transactions and/or Mobile Banking Transactions. Small business customers should consult the current fee schedule regarding fees related to Online Banking, Mobile Banking and/or Bill Pay. You will be notified of any fees that we may impose for the Service or Online Banking Transactions and/or Mobile Banking Transactions to the extent and in the manner required by Applicable Law. **YOU UNDERSTAND AND AGREE THAT YOU ARE RESPONSIBLE FOR ALL CHARGES AND FEES THAT YOUR INTERNET OR WIRELESS SERVICE PROVIDER MAY CHARGE YOU FOR YOUR USE OF THE SERVICE OR ANY RELATED SERVICE, INCLUDING THE ONLINE BILL PAYMENT SERVICE, THE TEXT MESSAGE BANKING SERVICE OR THE MOBILE DEPOSIT SERVICE. YOU ARE RESPONSIBLE FOR ALL INTERNET SERVICE PROVIDER AND/OR WIRELESS CARRIER CHARGES IMPOSED TO SEND OR RECEIVE DATA OR TO SEND OR RECEIVE TEXT MESSAGE OR SHORT MESSAGE SERVICE (SMS) COMMUNICATIONS.**

30. Assignment and Delegation. You may not assign this Agreement, or otherwise delegate your responsibilities under this Agreement, in whole or in part, to any third party. We may, in our sole discretion and at any time, assign this Agreement, in whole or in part, or delegate any of our rights and responsibilities under this Agreement to any third party or entity, including parties that are our affiliates.

31. No Waiver. No delay or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement on any one occasion shall constitute a waiver of that power, right, remedy or obligation on any later occasion. No such delay or waiver by us is effective unless it is in writing and signed by us.

32. Severability. If any provision of this Agreement is held void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will be considered enforceable to the extent permitted by such court or agency, and the remainder of that provision shall no longer be treated as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

33. Entire Agreement. This Agreement, as may be amended by us from time to time, is the entire agreement between you and us regarding the Service and it supersedes any and all prior communications and prior agreements between you and us with respect to same. We will provide you with notice of any amendment to this Agreement as may be required by Applicable Law.

34. Modification. We may modify Online Banking, Mobile Banking or this Agreement from time to time, and we will provide notice of such modifications to the extent required by and in accordance with

Applicable Law. Additional services may become accessible in the future. You understand that by using Online Banking and/or Mobile Banking, as applicable, after any modification or change has been effected, you will be deemed to have consented to any such modification or change.

35. Termination. We may terminate your use of the Service at any time for any or no reason, including (but not limited to) if you have not used the Service within the most recent 180 days. We will provide you notice of such termination to the extent and in the manner required by Applicable Law.

36. Notices. Except as otherwise provided in this Agreement or in your Account Agreements, all notices required to be sent to you will be effective when we mail or transmit them to you. We will send all notices to the last known address (or e-mail address, if the notice is sent electronically) that we have on file for you. You must inform us of any changes in your mailing address or e-mail address.

Please contact us at the address provided below if (a) you are locked out of the Service, (b) you would like to place a stop payment on a preauthorized EFT, (c) you have an inquiry about a direct deposit to one of your Deposit Accounts, (d) you believe your User ID and/or Password has been lost or stolen or if you have lost your Mobile Device, (e) you have a question or believe there is an error involving the EFTs on your Deposit Accounts, or (f) you need to make changes to your address and/or other contact information:

NAVIGANT CREDIT UNION

1005 Douglas Pike
Smithfield, RI 02917
(401) 233-4700

Exhibit A - Card Controls Service Terms

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE FINANCIAL INSTITUTION THAT ISSUED YOU THE PAYMENT CARD THAT YOU REGISTER WITHIN THIS ONLINE or MOBILE APPLICATION ("Navigant Credit Union"), stating the terms and conditions that govern your use of the Navigant Credit Union mobile application (the "App") and the associated mobile & online services (the "Services"). This agreement along with Navigant Credit Union's Online Banking Services Agreement and Disclosure, together with all updates, additional terms, software licenses, associated privacy policies, and all of Navigant Credit Union's related rules and policies, collectively constitute the "Agreement" between you and Navigant Credit Union. By downloading or using the App or accessing the service via online, you are indicating that you agree to the Agreement. If you do not agree to these terms, do not download or use the App or use the online service. You must accept and abide by these terms as presented to you -- changes, additions, or deletions are not acceptable, and Navigant Credit Union may refuse access to the App or the Service for noncompliance with any part of this Agreement

The card controls feature is offered by Navigant Credit Union (referred to herein as "Navigant", "us", "we" or "our") for use by Navigant cardholders. Navigant's card controls feature is intended to allow You to initiate certain payment card related activities for Your enrolled Navigant debit card(s) via the card controls feature. Those activities may include the ability to but not limited to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("**Controls**")
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases ("**Alerts**")
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Report Your card(s) as lost or stolen
- Review Your spending by merchant type and/or by month
- View a list of merchants storing Your card information for recurring or card-on-file payments

The card controls feature may enable access to Navigant and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the card controls feature allows You to access third party services, Navigant and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via the card controls feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts.

Navigant reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in Navigant's card controls feature.

Availability/Interruption. You acknowledge that the actual time between occurrence of an event ("**Event**") triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device ("**Notification**") is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "**Commands**") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas.

If You registered to receive Notifications to Your mobile device, the card controls feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card controls feature is subject to transmission limitations and service interruptions. Navigant does not guarantee that the card controls feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card controls feature may not be available for all transactions. Commands based upon the location of the mobile device where the card controls feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither Navigant nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither Navigant nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. Navigant, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.

Personal Online Bill Pay Terms and Conditions

PLEASE READ THESE TERMS CAREFULLY. BY ENROLLING IN THE PERSONAL BILL PAY SERVICE YOU AGREE TO THE TERMS AND CONDITIONS ON THE ENROLLMENT PAGE. BY USING THE PERSONAL BILL PAY SERVICE YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE BILL PAY TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

1. Scope of These Terms and Conditions. This Personal Online Bill Pay Terms and Conditions document (the "Bill Pay Terms and Conditions") governs your use of Navigant Credit Union's Bill Payment Service (the "Bill Pay Service") as well as any transactions that you may initiate or request through the Bill Pay Service (the "Bill Pay Transactions"). We offer the Bill Pay Service through Fidelity National Information Systems (the "Bill Pay Provider") and you must abide by the policies and procedures of the Bill Pay Provider. By subscribing to, or using, the Bill Pay Service, you agree to be bound by the requirements of these Bill Pay Terms and Conditions and (after their effective date) any changes in such terms and conditions, as they apply to the use of the Bill Pay Service by you and any others whom you permit to use the Bill Pay Service. By using the Bill Pay Service you consent to the electronic transmission of your financial information. Your consent will be deemed effective for as long as you use the Bill Pay Service.

2. Separate Enrollment Required. To use the Bill Pay Service that we offer through the Bill Pay Provider, you must complete an application online or through our downloadable application designed to run on smartphones, tablet computers and other Mobile Device ("Mobile App"). Before you use the Bill Pay Service, you should read these Bill Pay Terms and Conditions.

You must be enrolled in the Bill Pay Service to use a Mobile Device (defined in **Section 4**, below) to access the Bill Pay Service to make Mobile Bill Pay Transactions (defined in **Section 4**, below). You agree that you will provide us with all information that we request during this registration process, and to inform us of any changes to the information you provided during the registration process.

3. Other Agreements. In addition to these Bill Pay Terms and Conditions, your use of the Bill Pay Service is also subject to the Personal Online Banking Services Agreement and Disclosure (the "Online Banking Agreement"), and the Account Agreements (defined in **Section 4**, below), as each may be amended from time to time. Any terms not defined in these Bill Pay Terms and Conditions shall have the meaning given to them in either the Online Banking Agreement or the Account Agreements. Should there be any conflict between these Bill Pay Terms and Conditions and the terms and conditions of either the Online

Banking Agreement or your Account Agreements, these Bill Pay Terms and Conditions shall control to the extent of the inconsistency.

4. Definitions. In these Bill Pay Terms and Conditions, the following definitions apply:

- a. The words "**you**" and "**your**" mean a Credit Union member that has enrolled in the Bill Pay Service for use in connection with his/her Accounts.
- b. The words "**we**", "**us**", "**our**" and "**Credit Union**" mean Navigant Credit Union.
- c. The word "**Account(s)**" means any Personal Deposit Account(s), Personal Credit Account(s), Small Business Deposit Account(s) or Small Business Credit Account(s) that you may have with us.
- d. The words "**Account Agreements**" mean the terms and conditions of any Credit Account Agreements, Deposit Account Agreements, Fee Schedule, and any other agreements, security instruments, disclosures, or other documents regarding your Accounts with us, each as may be amended from time to time.
- e. The words "**Applicable Law**" mean laws of the State of Rhode Island and, to the extent applicable, federal laws and regulations.
- f. "**Authorized User**" means a person that you authorize to use the Bill Pay Service and to access your Small Business Deposit Account(s) and/or Small Business Credit Account(s) through the Bill Pay Service.
- g. "**Business Day**" means every day other than Saturday, Sunday or a state or federal holiday. In the absence of a specific reference to Business Day(s), any reference today(s) in these Bill Pay Terms and Conditions shall mean Calendar Day(s).
- h. The word "**Computer**" means your computer, Mobile Device, tablet or similar Internet-enabled device, software and Internet or other connections and equipment as needed to access the Bill Pay Service.
- i. The words "**Personal Credit Account(s)**" mean any home equity line of credit, home equity loan, installment loan, line of credit, or mortgage that you maintain with us that was established primarily for personal, family or household purposes.
- j. The words "**Personal Deposit Account(s)**" mean any checking account, money market account, savings account, certificate of deposit, individual retirement account, or other deposit account that you have with us, that was established primarily for personal, family or household purposes.
- k. The words "**Credit Account Agreement(s)**" mean the promissory notes, credit agreements, mortgages, security instruments, and any other documents, disclosures, or agreements that you execute or otherwise agree to that establish your rights and responsibilities under, and otherwise provide the terms and conditions of, your Personal or Small Business Credit Accounts with us.
- l. The words "**Deposit Account Agreement(s)**" mean either the Credit Union's Personal or Business Deposit Account Agreement, Funds Availability Policy, Fee Schedule and (for Personal Deposit Accounts only) our Electronic Funds Transfer Disclosure and Truth in Savings Disclosure each as amended from time to time.
- m. The words "**Electronic Fund Transfer**" (or "**EFT**") are used in these Bill Pay Terms and Conditions as defined in the Electronic Fund Transfer Act (15 U.S.C. §§ 1693 et seq.) and Federal Reserve Board Regulation E (12 C.F.R. Part 1005), each as may be amended from time to time, to mean a transfer of funds initiated by a computer to or from your Personal Deposit Account(s) with us.
- n. The words "**Fee Schedule**" mean the Credit Union's Service Fee Schedule applicable to either the Personal or Small Business Deposit Account(s) that you opened and maintain with us.

- o. The words "**Linked Accounts**" mean:
 - i. Personal or Small Business Deposit Accounts on which you are either:
 - 1. An individual owner; or
 - 2. An owner entitled to individually withdraw all of the funds in the Account at any time.
 - ii. Personal or Small Business Credit Accounts on which you are a borrower that you have linked to the Bill Pay Service.
- p. The words "**Mobile Bill Pay Transactions**" means those Bill Pay Transactions (as listed in **Section 7**) of these Bill Pay Terms and Conditions that you may initiate through a Mobile Device. Unless otherwise indicated, all Bill Pay Transactions may be initiated through a Computer or Mobile Device. See **Section 7** for discussion of additional limits that may apply to your Mobile Transactions.
- q. The words "**Mobile Device**" means any web-enabled wireless device whose network allows secure SSL traffic that you use to access the Bill Pay Service.
- r. The words "**Small Business Credit Account(s)**" mean any small business purpose loan, line of credit, or other credit facility that you have with us. You understand and agree that your Small Business Credit Account(s) will not be used for personal, family or household purposes.
- s. The words "**Small Business Deposit Account(s)**" mean any small business purpose checking account, money market account, savings account, certificate of deposit, or other deposit account that you have with us. You understand and agree that your Small Business Deposit Account(s) will not be used for personal, family or household purposes.

Any terms that are not defined in these Bill Pay Terms and Conditions have the same meaning as in the Online Banking Agreement and/or your Account Agreements, each as may be amended from time to time.

5. Payment Account. The Bill Pay Service is available only for use with the checking account(s) that you designate as your "Payment Account(s)." By enrolling, you represent and warrant that your Payment Account does not require two or more signatures to withdraw fund

6. Payees. You may use the Bill Pay Service to make payments to any person or business in the United States (each, a "Payee"). You must use your Computer or mobile device to provide us with the name, address, and telephone number of your Payees, along with any account number you have with the Payee. By providing us with this information you authorize us to follow your instructions for Bill Pay Transactions (such instructions referred to hereinafter as "Payment Instructions") to these Payees. You are solely responsible for maintaining the current address and account number information for each Payee that you designate. We are not responsible for any errors or losses that may occur because you failed to provide us with correct information regarding the Payee, or if the amount you owe the Payee is paid in full. You understand and agree that the Bill Pay Provider may, in its sole discretion, revise information regarding the Payee (such as its name, mailing address, or other payment remittance information) based on information the Bill Pay Provider receives directly from the Payee. You understand, however, that the Bill Pay Provider is not required to make such revisions.

7. Eligible Bill Pay Transactions. Once your application is accepted, you may use your Computer or Mobile Device to perform the following transactions (each, a "Bill Pay Transaction") from your Payment Account through the Bill Pay Service:

- a. Payments (Generally): You may use the Bill Pay Service to make payments on the same Business Day that you enter the Payment Instructions by 9:00 P.M. Eastern Time ("ET"), on a future date, or on the same day each month subject to the restrictions in these Bill Pay Terms and Conditions. You may enter Payment Instructions 24 hours a day, 7 days a week subject to

system availability as described in the Online Banking Agreement. However, payments will only be made on Business Days. All Payment Instructions are subject to review and verification by us and the Bill Pay Provider for possible fraud. If the Credit Union is unable to confirm the validity of a payment with you in a timely manner, it may be canceled and the Payment Account will be blocked as described in Section 13 of these Terms. Any canceled payment(s) will need to be rescheduled.

b. Future Payments: You may schedule Payments on any future Business Day (up to 364 days in advance). We shall complete the payment provided that the Bill Pay Provider has not blocked, the Payment Account.

c. Recurring Payments: You may schedule automatic, recurring future payments. These payments must be for the same amount each month and will be paid on the same calendar day each month, or on the next Business Day if the regular payment day falls on a weekend or holiday.

d. Online Bill Delivery and Presentment: We offer through our Bill Pay Provider the ability for you to receive bills from certain third parties. You will have to activate Online Bill Delivery and Presentment and agree to the additional terms and conditions found in Schedule A of these Bill Pay Terms and Conditions in order for you to use this functionality. Online Bill Delivery and Presentment is available through your Mobile Device. The Credit Union and Bill Pay Provider are not responsible if the payee makes security or programming changes to their system which does not allow the Bill Pay Provider to retrieve and deliver your electronic bill.

You may also use the Bill Pay Service to review, change and cancel payments, or to inquire about their status. You must do so before cut-off times that we establish and post on the Bill Pay Service web site. The Bill Pay Service via a web browser login will allow you to review up to twenty-four (24) months of Bill Pay Transactions.

WE RESERVE THE RIGHT TO REFUSE TO HONOR PAYMENT INSTRUCTIONS THAT REASONABLY APPEAR TO US TO BE FRAUDULENT OR ERRONEOUS.

8. Expedited Bill Pay Transactions. If you initiate an Expedited Bill Pay Transaction, additional fees may apply. These fees will be disclosed to you when you provide us with the Payment Instructions for the Expedited Bill Pay Transaction and are also found in our Fee Schedule (as may be amended from time to time). The Bill Pay Provider controls the expedited delivery option availability for payees.

9. Limitations. In addition to other limitations specified in the Online Banking Agreement, Account Agreements or these Bill Pay Terms and Conditions, your Bill Pay Transactions are limited by and subject to the terms set forth below:

a. Payment Account Must Be in Good Standing: You must maintain your Payment Account in good standing with us in order to perform transactions through the Bill Pay Service. If your Payment Account is closed by the Credit Union for any reason, we will suspend or terminate your right to use the Bill Pay Service. If you choose to close your Payment Account, you are responsible to cancel any scheduled Bill Pay Transactions in advance of closure. If you do not cancel scheduled Bill Pay Transactions before closing your Payment Account and a payment is processed, you are responsible for the amount of the Bill Pay Transaction(s). If it is determined that the Credit Union holds liability for any returned item, the Credit Union has the right to collect the amount of the returned item from any open Deposit Account on which you are a signer.

c. Limitation on Transfers. For security reasons, we may limit the dollar amount of Bill Pay Transactions and/or Mobile Bill Pay Transactions from your Payment Account. For security and fraud prevention new Payees and transactions of certain dollar amounts may be held for review, which may cause a delay in processing.

d. Dollar Limits on Transfers. You may provide us with Payment Instructions in an amount up to the available balance (as defined in the Deposit Account Agreement) in your Payment Account. If your payment is presented against insufficient available funds, we may either return the item unpaid or pay the item and create an overdraft on your Payment Account, each in accordance with the terms of the Deposit Agreement governing your Payment Account. You understand that we may also assess either a non-sufficient funds return fee (if your payment is returned unpaid) or a non-sufficient funds paid fee (if your payment is paid, creating an overdraft), and you agree to pay us the amount of that fee as is disclosed in our Fee Schedule (as amended from time to time).

f. Limitations on Payees. Only Payees with United States addresses may be paid using the Bill Pay Service. We reserve the right to refuse to pay certain Payees.

g. Prohibited Payments. You agree not to make payments to government agencies, tax payments, or any court ordered payments (such as alimony or child support payments) through the Bill Pay Service. Payments to local city or town municipalities are discouraged due to municipal privacy issues should a payment not be received by the payee.

10. Payment Methods. We and the Bill Pay Provider reserve the right to select the method in which to remit funds on your behalf to the Payee. These payment methods may include, but are not limited to, an electronic payment, an electronic to check payment, or a laser draft payment. Regardless of the payment method used, the Bill Pay Provider will electronically debit your Payment Account for the amount of the Bill Pay Transaction. Unless your Bill Pay Transaction is scheduled for the same day or is to be done on an expedited basis (an "Expedited Bill Pay Transaction"), the Bill Pay Provider will debit your Payment Account within two (2) Business Days of the date on which the Bill Pay Transaction is scheduled to occur. The Bill Pay Provider may debit your Payment Account sooner if your Bill Pay Transaction is scheduled for the same day or is an Expedited Bill Pay Transaction. If there are insufficient available funds in the Payment Account at the time the Bill Pay Provider attempts to debit the required funds, the Bill Pay Provider may in its sole discretion attempt to electronically debit the necessary funds, up to two (2) subsequent occasions or depending on the dollar amount of the payment, place a stop payment on the check they issued on your behalf. The Bill Payment provider may also have the option to reverse an electronic payment made on your behalf if you have not reimbursed them for the payment amount. Outstanding payment issues are handled by the Bill Payment Provider collection department.

11. Payment Account Funds. If your Payment Account does not have sufficient funds when the Bill Pay Provider processes the payment, the Bill Pay Provider may make up to two (2) additional attempts to retrieve the funds if the payment was sent electronically or if the paper check payment is under \$500.00. If the paper check payment is over \$500.00, the Bill Pay Provider will immediately place a stop payment on the check, and you are responsible for any fees that Payee assesses to you related to the stop payment.

Navigant shall have no obligation or liability if a transfer or payment is not completed because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either making alternative arrangements for the payment or rescheduling the payment through the Service. If the payment item is returned for insufficient funds, your Payment Account will be blocked immediately. The Bill Pay Service will keep the Payment Account blocked until your Payment Account has sufficient funds. When your Payment Account is blocked, you may still view the Payment Account, but you cannot schedule new payments or set up new payment rules. Placing and lifting the Payment Account blocks is controlled by the Bill Pay Provider.

12. Timing of Bill Pay Transactions. When you are providing us with Payment Instructions the Bill Pay Service will inform you of the earliest date (typically 2 Business Days from the current date if the Bill Pay Transaction will be made via electronic means, or 4 Business Days from the current date if the Bill Pay Transaction will be made via other forms of payment) on which you may schedule a Bill Pay Transaction. In some instances, the Bill Pay Service web site may indicate that you may make the Bill Pay Transaction on the same Business Day. When scheduling your Payment Instructions, do not include any grace days the Payee provides in your calculation. In order for a Payment Instruction to be

considered received on a specified date, it must be received prior to 9:00 P.M. ET. Payment Instructions received after this deadline or on weekends or holidays will be considered received on the next Business Day. We are not responsible for delays in delivery of payments, or a failure to deliver payment, caused by the U.S. Postal Service. We will not be responsible for any loss that you may incur as a result of a late payment if your Payment Instructions are not received by the time periods described in this **Section 12**. Any late payment or finance charges that may be imposed by a Payee are your responsibility.

13. Account Blocking. If your Payment Account does not have sufficient funds when the Bill Pay Provider processes the payment, the Bill Pay Provider may make up to two (2) attempts to retrieve the funds if the payment was sent electronically or if the paper check payment is under \$500.00. If the paper check payment is over \$500.00, the Bill Pay Provider will immediately place a stop payment on the check, and you are responsible for any fees that Payee assesses to you related to the stop payment.

Navigant shall have no obligation or liability if a transfer or payment is not completed because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either making alternative arrangements for the payment or rescheduling the payment through the Service. If the payment item is returned for insufficient funds, your Payment Account will be blocked immediately. The Bill Pay Service will keep the Payment Account blocked until your Payment Account has sufficient funds. When your Payment Account is blocked, you may still view the Payment Account, but you cannot schedule new payments or set up new payment rules. Placing and lifting the Payment Account blocks is controlled by the Bill Pay Provider.

The Bill Pay Provider will attempt to notify you via the email address on file to inform you that your Payment Account is blocked. Payments scheduled for delivery during the blocked period are cancelled. While the Payment Account is blocked, users can perform all bill pay activities except; scheduling new payments, modifying scheduled payments, or creating/modifying recurring payment rules. If more than one item was returned back to the Bill Pay Provider everything must clear before the block is lifted. Once the block is lifted, recurring payments are reinstated. Payments that were scheduled to be sent during the blocked timeframe are not resent and remain cancelled.

If the Bill Pay Provider is unable to collect funds for any processed Bill Pay Transaction, the Bill Pay Provider will begin the process of retrieving funds through the collections process. The Bill Pay Provider uses a third party collection service through its subsidiary CPRS (Complete Payment Recovery Services)

14. Stopping Bill Pay Transactions. If you have transmitted Payment Instructions, and the payment is in a "Scheduled Payment" status, you may use Bill Pay to cancel or edit the payment (if, for example, a payment date has not yet arrived, or a payment amount or payee is incorrect). **Once the payment is listed on the Bill Pay Service web site as being in a "Processed" status you will be unable to edit or cancel the payment, and you will be responsible for the payment. As such, please use care when entering your Payment Instructions and review them carefully before transmitting them to us.** If you have any questions about your Bill Pay Transactions and your ability to stop them once they are considered "Processed" (for example, Bill Pay Transactions that are made by the Bill Pay Provider as a check) please contact us at (401) 233-4700.

If your payment is made via check, and the payee has not presented the check for payment within ninety (90) days from the date indicated on the check, payment will be stopped by the Bill Pay Provider on that check, and you will be issued a credit to your Payment Account in the amount of the check.

15. Stop Payment of Preauthorized EFTs. If you have told us in advance to make regular, preauthorized EFTs from your Personal or Small Business Deposit Account(s), you can stop any of these payments. Here's how: call or write to us at the phone number and/or address provided in **Section 37** of these Bill Pay Terms and Conditions.

In order to stop payment on preauthorized EFTs, we must be notified at least 3 Business Days prior to the regularly scheduled EFT date. If you call, we may also require you to put your request in writing and

get it to us within 14 days after you call. We may charge you a fee (as provided in our Deposit Account Agreements) for each stop payment order that you give.

16. Liability for Failure to Stop Payment of Preauthorized EFTs from Your Personal Deposit Accounts. If you order us to stop one of these payments from your Personal Deposit Account(s) 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, subject to the limitations set forth in your Account Agreements and elsewhere in these Bill Pay Terms and Conditions.

17. Notice of Varying Amounts of Preauthorized EFTs. If your preauthorized EFTs may vary in amount, the person (or organization) you are going to pay will tell you at least 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.

18. Direct Deposits. If you have arranged to have direct deposits made to your Personal or Small Business Deposit Account at least once every 60 days from the same person or company, you can call us at the phone number listed in **Section 37** to find out whether the deposit has been made.

19. Right to Get Documentation of EFTs. You will get a monthly statement covering the EFTs that you conduct on your Personal Deposit Account (unless there are no EFTs in a particular month, in any case you will get a statement at least quarterly). You agree to review your monthly statement promptly after you receive it in accordance with these Bill Pay Terms and Conditions and your Personal Deposit Account Agreement. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address. Certain Personal Deposit Accounts, including but not limited to savings accounts, money market deposit accounts, CDs and IRAs, will receive a quarterly statement if there is no EFT activity.

If you have a passbook savings account with us where the only possible type of EFTs are direct deposits, if you bring your passbook to us we will record any electronic deposits made to your passbook savings account since the last time you brought in your passbook.

A copy of any documentation provided to you which indicate that an EFT transaction was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

20. Our Liability If We Fail To Make Certain EFTs From Your Personal Deposit Accounts. The following applies to EFTs from your Personal Deposit Account(s) only. If we do not complete an EFT to or from your Personal Deposit Account on time or in the correct amount according to our agreement with you, we will be liable only for your losses or damages. However, there are some exceptions to our liability to you. We will NOT be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your Deposit Account(s) to make the transfer.
- b. If the transfer would go over the credit limit on any overdraft line of credit associated with your Deposit Account.
- c. If the Bill Pay Service was not working properly and you knew about the breakdown when you started the Bill Pay Transaction.
- d. If circumstances beyond our control prevent us from making a transfer or payment, despite reasonable precautions that we have taken (such circumstances include Internet or wireless telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods).
- e. If you do not give proper, complete or correct Payment Instructions, or you do not follow the procedures in this or any other Account Agreement with us for requesting such services.

- f. If your User ID and/or Password has been reported lost or stolen, or we have canceled your User ID and/or Password, or the Bill Pay Service.
- g. If we have reason to believe that you or someone else is using the Bill Pay Service for fraudulent or illegal purposes.

There may be other exceptions and limitations stated in these Bill Pay Terms and Conditions, the Online Banking Agreement and in our Personal Deposit Account Agreement with you.

21. Disclosure of Deposit Account Information to Third Parties. We will disclose information to third parties about your Deposit Account and/or the Bill Pay Transactions you make:

- a. For certain routine disclosures necessary for the completion of a Bill Pay Transaction or to resolve errors;
- b. For verification of the existence and condition of your Deposit Account for a credit bureau or merchant;
- c. Pursuant to a court order or lawful subpoena;
- d. By your written authorization; or
- e. In accordance with our privacy policy.

22. Limit of Our and Other Providers' Responsibilities. We agree to make reasonable efforts to ensure the full performance of the Bill Pay Service. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of any messages or Payment Instructions you send. We are not responsible for any losses or delays in transmission of Payment Instructions arising out of the use of any Internet and wireless service provider, your connection to the Internet, or caused by your Computer, Mobile Device or by any browser software installed thereon.

Our sole responsibility for an error in a Bill Pay Transaction will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. If a court finds that we are liable to you because of our actions or inactions under or in connection with these Bill Pay Terms and Conditions, you may recover from us only your actual damages in an amount not to exceed the total fees and charges paid by you to us under and in connection with these Bill Pay Terms and Conditions during the preceding six (6) months. You agree that this dollar limitation is reasonable, to the extent permitted by Applicable Law. Our liability is further limited as set forth in the Account Agreements. In states which do not allow the exclusion or limitation of liability for indirect, special incidental or consequential damages, our liability is limited to the maximum extent permitted by Applicable Law. We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of your use of the Bill Pay Service. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE BILL PAY SERVICE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF A THIRD PARTY OR PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW.

23. Additional Limits on our Liability to You. In addition to any other limitations on our liability found in these Bill Pay Terms and Conditions, the Online Banking Agreement or the Account Agreements, you understand and agree that we will not assume responsibility for losses and damages that occur:

- a. If you have not properly followed the instructions that we provide on how to make a Bill Pay Transaction or scheduled a payment for the wrong amount or to the wrong payee.
- b. If there is a delay or interruption in our provision of the Bill Pay Service or in the execution of Bill Pay Transactions you request due to the acts of so-called hackers or crackers, viruses, or denial of service attacks;

c. If there is any loss, damage or injury resulting from (i) an interruption in your electrical power, telephone service or wireless service; (ii) the disconnecting of your telephone line or cancellation of service to your Mobile Device by your telephone company or wireless provider or from deficiencies in your line quality; (iii) any defect or malfunction of your Computer or Wireless Device; (iv) an interruption of the service provided by your Internet or wireless service provider; or (v) any other loss of communications services, including, without limitation, cable and satellite services;

d. If we decline or are unable to process a Bill Pay Transaction because we have a reasonable basis for believing that, through no fault of ours, an unauthorized use of your User ID, Password, or Account(s) has occurred or may be occurring; and

e. **IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY LOSS INCURRING, WITHOUT LIMITATION, LOSS OF DATA, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATED TO THESE BILL PAY TERMS AND CONDITIONS OR THE SUBJECT MATTER HERE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY, OR DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION OR LIMITATIONS MAY NOT APPLY TO YOU.**

24. Unauthorized Bill Pay Transactions from Your Personal Deposit Account(s). Tell us AT ONCE if you believe your User ID and/or Password has been stolen or used without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Personal Deposit Account (plus your maximum overdraft line of credit, as available). If you tell us within 2 Business Days after you learn of the loss or theft of your User ID and/or Password, you can lose no more than \$50 if someone used your User ID and/or Password without your permission.

If you do NOT tell us within 2 Business Days after you learn of the theft of your User ID and/or Password, and we can prove we could have stopped someone from using your User ID and/or Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Bill Pay Transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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.

25. IN CASE OF ERRORS OR QUESTIONS ABOUT BILL PAY TRANSACTIONS FROM YOUR CONSUMER DEPOSIT ACCOUNTS. Telephone us at and/or write us at the phone number and address listed in **Section 37** of these Bill Pay Terms and Conditions 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 60 days after we sent the FIRST statement on which the problem or error appeared.

a. Tell us your name and Personal Deposit Account number (if any).

b. 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.

c. 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 an error occurred within 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 45 days to investigate

your complaint or question. If we decide to do this, we will credit your Personal Deposit Account within 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 10 Business Days, we may not credit your Personal Deposit Account.

For errors involving new Personal Deposit Accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Personal Deposit Accounts, we may take up to 20 Business Days to credit your Personal Deposit Account for the amount you think is in error.

We will tell you the results within three 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.

26. Unauthorized Bill Pay Transactions from Your Small Business Deposit Account(s). You represent and warrant to us that you have taken all action necessary to access and use the Bill Pay Service and that any resolutions, certifications, authorizations or other documents submitted to us in connection with the Bill Pay Service are true, accurate, complete and up to date. You, and each Authorized User you designate to use the Bill Pay Service on your behalf during registration or other documents for the Bill Pay Service, also represent and warrant to us that each Authorized User is duly authorized to bind you in all transactions involving the Bill Pay Service. For any transaction involving the Bill Pay Service, we may act on the instructions of any Authorized User or other person we believe is authorized to act on your behalf. You also acknowledge and agree that the Security Procedures outlined in these Bill Pay Terms and Conditions are commercially reasonable, and that it is commercially reasonable that these Security Procedures are not designed to detect errors in the content of any Payment Instructions that you may provide to us. You also understand and agree that the Security Procedures, even when properly implemented by you and us, do not provide a guarantee against unauthorized access to information or unauthorized transactions. Accordingly, you agree to assume all risks in connection with the establishment and/or use of the Bill Pay Service. Without limiting the generality of the foregoing, you agree that if Account information is accessed, or if a Payment Instruction is made by an Authorized User or any other party using your User ID and Password that we may treat that access and such instructions as being authorized by you (regardless of whether or not it was actually authorized by you), and you agree to be bound by any Bill Pay Transactions implemented through those instructions.

You also understand and agree that you are liable for all Bill Pay Transactions that you or Authorized Users may make, even if they exceed the authority you provide to such Authorized Users. You will be liable for all Bill Pay Transactions by an Authorized User until you have notified us of the revocation of the Authorized User's authority, and we have had a reasonable time to act on such notice. You are also liable for any and all unauthorized use of the Bill Pay Service that occurs before you have notified us that a User ID, Password or other means of access in your possession or control have been lost or stolen or used without your authority and before we have had a reasonable opportunity to act on such notice.

With respect to all claims of third parties, you agree to reimburse and indemnify us and hold us harmless against any and all damages, losses, liabilities and claims of any kind or nature, including attorneys fees and court costs, arising out of or in connection with, the performance by us of our duties and obligations under these Bill Pay Terms and Conditions, as well as all costs and expenses of defending against any claim or liability arising out of or relating to these Bill Pay Terms and Conditions.

27. In Case of Errors or Questions About Bill Pay Transactions from Your Small Business Deposit Account(s). Telephone us at and/or write us at the phone number and address listed in **Section 37** of these Bill Pay Terms and Conditions 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 60 days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and Small Business Deposit Account number (if any).

- b. 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.
- c. 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 tell you the results of our investigation within a reasonable period of time after we hear from you and we will correct any error.

28. Contact in Event of Unauthorized Bill Pay Transactions. If you believe that your User ID and/or Password has been lost or stolen, call or write to us at the telephone number and address found in **Section 37** below.

29. Fees. We do not charge consumers any fees to for the Bill Pay Service or to conduct standard Bill Pay Transactions. Fees may apply for Expedited Bill Pay Transactions as discussed in **Section 8**. You will be notified of any fees that we may impose for the Bill Pay Service or Bill Pay Transactions to the extent and in the manner required by Applicable Law. You understand and agree that you are responsible for all charges and fees that your Internet or wireless service provider may charge you for your use of the Bill Pay Service. Small business members using the Bill Pay Service may incur fees according to the current applicable Fee Schedule.

30. Assignment and Delegation. You may not assign these Bill Pay Terms and Conditions, or otherwise delegate your responsibilities under these Bill Pay Terms and Conditions, in whole or in part, to any third party. We may, in our sole discretion and at any time, assign these Bill Pay Terms and Conditions, in whole or in part, or delegate any of our rights and responsibilities under these Bill Pay Terms and Conditions to any third party or entity, including parties that are our affiliates.

31. No Waiver. No delay or waiver by us of any power, right, remedy or obligation under or in connection with these Bill Pay Terms and Conditions on any one occasion shall constitute a waiver of that power, right, remedy or obligation on any later occasion. No such delay or waiver by us is effective unless it is in writing and signed by us.

32. Severability. If any provision of these Bill Pay Terms and Conditions is held void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will be considered enforceable to the extent permitted by such court or agency, and the remainder of that provision shall no longer be treated as part of these Bill Pay Terms and Conditions. All other provisions of these Bill Pay Terms and Conditions will, however, remain in full force and effect.

33. Entire Agreement. These Bill Pay Terms and Conditions, as may be amended by us from time to time, is the entire agreement between you and us regarding the Bill Pay Service and it supersedes any and all prior communications and prior agreements between you and us with respect to same. We will provide you with notice of any amendment to these Bill Pay Terms and Conditions to the extent and in the manner required by Applicable Law.

34. Suspension and Termination. We may suspend or terminate your use of the Bill Pay and/or Online Bill Delivery and Presentment Service at any time for any or no reason, including (but not limited to) if you have not used the Bill Pay Service within the most recent 180 days. We will provide you notice of such termination to the extent and in the manner required by Applicable Law. You may terminate your use of Bill Pay at any time, although we will require that you put your request in writing. If you or we terminate your access to the Bill Pay Service, it is your responsibility to stop making transfers and bill payments you have previously authorized. If you do not, we may do so, in our sole discretion. We will have no liability, however, for payments we make before we have had a reasonable opportunity, but not less than two (2) business days, to act on your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your Accounts, including any transfer or payments you have previously authorized.

35. Modification. We may modify the Bill Pay and/or Online Bill Delivery and Presentment Services from time to time in accordance with Applicable Law. Additional services may become accessible in the future. As each becomes available, you will be provided with a description of each such service or account and fees.

36. Severability. If any provision of these Bill Pay Terms and Conditions is held void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will be considered enforceable to the extent permitted by such court or agency, and the remainder of that provision shall no longer be treated as part of these terms and conditions. All other provisions of these Bill Pay Terms and Conditions will, however, remain in full force and effect.

37. Notices. Except as otherwise provided in these Bill Pay Terms and Conditions or in your Account Agreements, all notices required to be sent to you will be effective when we mail or transmit them to you. We will send all notices to the last known address (or e-mail address, if the notice is sent electronically) that we have on file for you. You must inform us of any changes in your mailing address or e-mail address.

Please contact us at the address provided below if (a) you are blocked from the Bill Pay Service, (b) you would like to place a stop payment on a preauthorized EFT, (c) you have an inquiry about a direct deposit to one of your Deposit Accounts, (d) you believe your User ID and/or Password has been lost or stolen or if you have lost your Mobile Device, (e) you have a question or believe there is an error involving the EFTs on your Deposit Accounts, or (f) you need to make changes to your address and/or other contact information:

NAVIGANT CREDIT UNION

1005 Douglas Pike
Smithfield, RI 02917
(401) 233-4700

SCHEDULE A
ONLINE BILL DELIVERY AND PRESENTMENT TERMS AND CONDITIONS

1. Online Bill Delivery and Presentment. We offer through our Bill Pay Provider the ability for you to receive bills from certain third parties ("Billers"). 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 BILLS. If you activate this Online Bill Delivery and Presentment Service, then you also agree to the following:

a. You Must Keep Your Information With Biller Current. We are unable to update or change your personal information (e.g.: your name, address, phone numbers and e-mail address, etc.) with the Biller. You will need to make any such changes by contacting the Biller directly. You are also responsible for maintaining your log-in credentials for any Biller sites. You agree that we may (but are not required to) provide your Biller with data it requests when you activate an electronic bill for that Biller.

b. Activation. When you activate the Online Bill Delivery and Presentment Service you are providing us with your consent to notify the Biller of your request to receive electronic billing information and for us to obtain such data from the Biller on your behalf. Depending on the Biller, the activation process may require us to request your log-in credentials for that Biller's site. If you provide us with those log-in credentials, you authorize us to use them to obtain your electronic billing information on your behalf. Billers may, in their sole discretion, deny your request to receive electronic billing information. It may take up to one to two billing cycles for you to receive your first electronic bill from a Biller. You must keep your account(s) with the Biller current while the Online Bill Delivery and Presentment Service is being activated.

c. Electronic Bill Receipt Notification. We will use our best efforts to present all of your electronic bills promptly. In addition to notification within the Online Bill Delivery and Presentment Service, we may also send an e-mail notification to the e-mail address that we have on file for you. It is your responsibility to ensure that you keep your e-mail and other contact information up-to-date. It is your responsibility to ensure that you receive and make payment on your bills, regardless of whether we provided you with notice.

d. Cancellation. The Biller may, in its sole discretion, cancel the electronic presentment of bills to you at any time. You may cancel the electronic presentment of your bills at any time, although the necessary amount of prior notice for doing so may vary from Biller to Biller. If either you or the Biller cancels the electronic presentment of your bills, it is your responsibility to arrange for alternative means of delivery for your bills.

e. Biller's Failure to Delivery Electronic Bills. You agree to that we are held harmless from any failure by a Biller to deliver your electronic billing information through the Online Bill Delivery and Presentment Service. If a Biller fails to deliver electronic bill information to you, you understand that you remain responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

f. Accuracy of Bills. We are not responsible for the accuracy of any electronic bill(s) you may receive through the Electronic Bill Delivery and Presentment Service. We are 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.

g. Other Agreements/Arrangements With Your Biller. Your activation of Electronic Bill Delivery and Presentment Service, and your agreement to these terms and conditions, in no way alters your current liability or obligations that exist between you and your Billers.