



## Digital Banking Terms and Conditions

These Terms and Conditions were last modified on 10/01/2023.

### **Your acceptance of the Terms and Conditions. Read before continuing.**

Visions Federal Credit Union is pleased to provide you with the information, content, tools, products, and services on all Visions Federal Credit Union Sites (the term "Visions Federal Credit Union Sites" refers to all Visions Federal Credit Union web sites and mobile applications, as well as to the content on them). Because these Terms and Conditions cover multiple web sites, some terms may refer to items that are available only on certain Visions Federal Credit Union sites. These Terms and Conditions also include some important disclosures and information related to certain products and services. Your use of Visions Federal Credit Union Sites is subject to these Terms and Conditions ("Terms").

These Terms and Conditions are a binding agreement between you and Visions Federal Credit Union. By using or accessing the Visions Federal Credit Union Sites, you accept and agree to be bound by these Terms and Conditions. Your use of Visions Federal Credit Union Sites is governed by the version of the Terms and Conditions in effect on the date each Visions Federal Credit Union Site is accessed by you. Visions Federal Credit Union may modify these Terms and Conditions at any time and without prior notice. You should review the most current version of these Terms and Conditions by visiting the "Helpful Info" menu of digital banking and navigating to the "Agreements" sub-menu. These Terms and Conditions are in addition to any other agreements between you and Visions Federal Credit Union, including any member or account agreements, and any other agreements that govern your use of information, content, tools, products, and services available on and through the Visions Federal Credit Union Sites.

### **Contents**

- Use of Visions Federal Credit Union sites
- Copyright policy, linking policy and trademarks
- Third-party content and research
- Prohibited uses
- Means of access
- Password security and notification
- DISCLAIMER OF WARRANTIES
- LIMITATION OF LIABILITY
- Indemnification
- Changes to Visions Federal Credit Union sites
- Termination
- Governing law
- Severability

### **Use of Visions Federal Credit Union sites**

The Visions Federal Credit Union Sites are intended only for your personal, non-commercial use, unless you and Visions Federal Credit Union have agreed to otherwise in writing.

### **Copyright policy, linking policy and trademarks**

The Visions Federal Credit Union Sites are protected by applicable copyright laws. Accordingly, you may not copy, distribute, modify, post or frame-in the Visions Federal Credit Union Sites, including any text, graphics, video, audio, software code, user interface design or logos. Unless you and Visions Federal Credit Union have agreed to otherwise, links from another web site to a Visions Federal Credit Union Site must resolve to the top-level homepage of a Visions Federal Credit Union domain (e.g., [www.visionsfcu.org](http://www.visionsfcu.org)). In order to avoid confusion if you do link from another web site to a Visions Federal Credit Union Site top-level homepage, your web site, and the link itself, may not suggest that Visions Federal Credit Union endorses, sponsors or is affiliated with any non-Visions Federal Credit Union web site, entity, service or product, and may not make use of any Visions Federal Credit Union trademarks or service marks other than those contained within the text of the link. All trademarks and service marks on the Visions Federal Credit Union Sites belong to Visions Federal Credit Union, except third-party trademarks and service marks, which are the property of their respective owners. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Visions Federal Credit Union with the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
2. A description of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are the subject of a single notice, a representative list of such works;
3. An identification of the allegedly infringing material, and a description of where that material is located on the Visions Federal Credit Union Site(s);
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that use of the disputed material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement by you, made under penalty of perjury, that the information you provide in your notice is accurate and that you are the owner of the allegedly infringed copyright, or that you are authorized to act on behalf of the copyright owner.

All correspondence regarding copyright infringement should be sent:

By mail: Visions Federal Credit Union Attn: Digital Dept., 24 McKinley Ave. Endicott, NY 13760

By phone: 800-242-2120 By email: [digital@visionsfcu.org](mailto:digital@visionsfcu.org)

### **Third-party content and research**

The Visions Federal Credit Union Sites include general credit union information. Some of this content is supplied by companies that are not affiliated with any Visions Federal Credit Union Entity ("Third-Party Content"). Visions Federal Credit Union has not been involved in the preparation, adoption or editing of Third-Party Content and does not explicitly or implicitly endorse or approve such content. The Third-Party Content providers do not implicitly or explicitly endorse or approve the Third-Party Content.

While Visions Federal Credit Union makes every attempt to provide accurate and timely information to serve the needs of users, neither Visions Federal Credit Union nor the Third-Party Content providers guarantee its accuracy, timeliness, completeness, or usefulness, and are not responsible or liable for any such content, including any advertising, products, or other materials on or available from third-party sites. Third-Party Content is provided for informational purposes only and Visions Federal Credit Union and the Third-Party Content providers specifically disclaim any responsibility for Third-Party Content available on the site. You will use Third-Party Content only at your own risk. THE THIRD-PARTY CONTENT IS PROVIDED ON AN "AS-IS" BASIS. THE THIRD-PARTY CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT

LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

THE THIRD-PARTY CONTENT PROVIDERS AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE THIRD-PARTY CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Prohibited uses**

Because all servers have limited capacity and are used by many people, do not use Visions Federal Credit Union Sites in any manner that could damage or overburden any Visions Federal Credit Union server, or any network connected to any Visions Federal Credit Union server. Do not use Visions Federal Credit Union Sites in any manner that would interfere with any other party's use of the Visions Federal Credit Union Sites.

### **Means of access**

The Visions Federal Credit Union Sites are generally intended to be viewed by a conventional web browser or mobile device with a screen resolution of 800 by 600 pixels or greater. Although you may use other means to access the Visions Federal Credit Union Sites, be aware that the Visions Federal Credit Union Sites may not appear accurately through other access methods, and you use them only at your own risk. You should not access the Visions Federal Credit Union Sites through devices or services that are designed to provide high-speed, automated, repeated access, unless such devices are approved or made available by Visions Federal Credit Union.

Certain parts of the Visions Federal Credit Union Sites are protected by passwords, secure access codes, or require a login. You may not obtain or attempt to obtain unauthorized access to such parts of the Visions Federal Credit Union Sites, or to any other protected materials or information, through any means not intentionally made available by Visions Federal Credit Union for your specific use.

### **Password security and notification**

If you have a password for access to non-public areas of the Visions Federal Credit Union Sites, you are solely responsible for maintaining the confidentiality and use of the password and other security data, methods, and devices. Further, you are responsible for all activities that occur in connection with your password including all instructions electronically transmitted or use of any data, information or services obtained using your password and other security data. Visions Federal Credit Union shall not be under any duty to inquire as to the authority or propriety of any instructions given to Visions Federal Credit Union by you or via your password and shall be entitled to act upon any such instructions and Visions Federal Credit Union will not be liable for any loss, cost, expense, or other liability arising out of any such instructions. Accordingly, you should take steps to protect the confidentiality of your password. As an authorized user you accept full responsibility for the monitoring of your account including frequently checking your account information, reviewing your transaction history online or via mobile device and promptly reviewing any correspondence, account statements and confirmations received from Visions Federal Credit Union. Notify Visions Federal Credit Union immediately if you become aware of any unauthorized activity, disclosure, loss, theft, or unauthorized use of your password. You agree to cooperate with Visions Federal Credit Union in any investigation and agree to take corrective measures to protect your account from further fraudulent activity.

## **DISCLAIMER OF WARRANTIES**

- VISIONS FEDERAL CREDIT UNION DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT THE VISIONS FEDERAL CREDIT UNION SITES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE VISIONS FEDERAL CREDIT UNION SITES ARE MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE" AND VISIONS FEDERAL CREDIT UNION DOES NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED.
- VISIONS FEDERAL CREDIT UNION DOES NOT WARRANT THAT THE VISIONS FEDERAL CREDIT UNION SITES WILL MEET YOUR NEEDS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. VISIONS FEDERAL CREDIT UNION ALSO MAKES NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF THE VISIONS FEDERAL CREDIT UNION SITES WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE VISIONS FEDERAL CREDIT UNION SITES WILL MEET YOUR EXPECTATIONS.

## **LIMITATION OF LIABILITY**

- VISIONS FEDERAL CREDIT UNION WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO INACCURATE INFORMATION, TRANSACTION FAILURES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE VISIONS FEDERAL CREDIT UNION SITES AND THIRD-PARTY CONTENT, INCONVENIENCE OR DELAY). THIS IS TRUE EVEN IF VISIONS FEDERAL CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- VISIONS FEDERAL CREDIT UNION WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH SUCH VISIONS FEDERAL CREDIT UNION DOES NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE, AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.
- IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **Indemnification**

As a condition of your use of the Visions Federal Credit Union Sites, you agree to indemnify and hold Visions Federal Credit Union and its Third-Party Content providers harmless from and against any and all claims, losses, liability, costs, and expenses (including but not limited to attorneys' fees) arising from your use of the Visions Federal Credit Union Sites, or from your violation of these Terms and Conditions.

## **Changes to Visions Federal Credit Union Sites**

Unless otherwise agreed, Visions Federal Credit Union may discontinue or modify the Visions Federal Credit Union Sites at any time without prior notice to you, and you accept those modifications if you continue to use the Visions Federal Credit Union Sites.

### **Termination**

Visions Federal Credit Union may terminate your access to the Visions Federal Credit Union Sites for any reason, without prior notice.

### **Governing law**

Unless otherwise agreed, these Terms and Conditions and their enforcement are governed by the laws of the State of New York, without regard to conflicts of law, and shall inure to the benefit of Visions Federal Credit Union's successors and assigns, whether by merger, consolidation, or otherwise.

### **Severability**

If a court of competent jurisdiction deems any provision unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

## **VISIONS FEDERAL CREDIT UNION DIGITAL BANKING**

### **END USER LICENSE AGREEMENT**

#### **"End User License Agreement"**

**Last Modified:** March 17, 2022

**PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING VISIONS FEDERAL CREDIT UNION DIGITAL BANKING ACCESS, BECAUSE BY DOWNLOADING OR USING VISIONS FEDERAL CREDIT UNION DIGITAL BANKING ACCESS YOU WILL HAVE INDICATED YOUR ACKNOWLEDGEMENT AND AGREEMENT TO EACH TERM, CONDITION, AND DISCLAIMER IN THIS END USER LICENSE AGREEMENT. THE END USER LICENSE AGREEMENT, TERMS AND CONDITIONS AND PRIVACY NOTICE ARE COLLECTIVELY REFERRED TO AS THE "TERMS AND CONDITIONS." ALL ACCESS TO AND USE OF VISIONS FEDERAL CREDIT UNION DIGITAL BANKING IS SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS.**

**VISIONS FEDERAL CREDIT UNION, ITS SUBSIDIARIES AND AFFILIATES ("OUR," "WE," "US," "VISIONS FCU," "PROVIDER") WILL PROVIDE VISIONS FEDERAL CREDIT UNION DIGITAL BANKING TO YOU ONLY UPON ALL OF THE TERMS, CONDITIONS AND DISCLAIMERS CONTAINED IN THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS, CONDITIONS AND DISCLAIMERS, YOU ARE NOT AUTHORIZED TO STORE OR USE VISIONS FEDERAL CREDIT UNION DIGITAL BANKING.**

## **Table of Contents**

1. Services
2. Authority and Capacity
3. Scope of License
4. No Amendment of Existing Terms and Conditions
5. Touch ID™, Face ID™ and Passcode Login
6. Transfers (Internal and External)
7. Push Notifications
8. Permission to Contact
9. Withdrawing Consent to be Contacted
10. Changes to this End User License Agreement
11. Collection and Use of Data
12. Termination
13. Objectionable Materials
14. Third-Party Materials
15. Location Data Disclaimer
16. Proprietary Materials
17. Languages, Local Rules
18. Modification, Suspension and Discontinuation
19. NO WARRANTY
20. Limitation of Liability
21. Indemnification
22. Lawful Use
23. Commercial Status
24. Governing Law, Jurisdiction
25. Dispute Resolution
26. Third-Party Beneficiaries
27. Third-Party Notifications
28. Need Assistance?

**1. *Services.*** Visions Federal Credit Union Digital Banking may enable access to and use of Visions Federal Credit Union and/or third-party services and web sites (collectively and individually, “Services”). Both access to and use of the Services may require Internet access and that you agree to additional terms and conditions.

**2. *Authority and Capacity.*** You represent, warrant and covenant that:

- a. you are at least eighteen (18) years old, and you are a U.S. citizen or are physically present in the United States as you access Visions Federal Credit Union Digital Banking; and
- b. you are competent and you have the capacity and authority necessary to enter into this End User License Agreement.

**3. *Scope of License.*** The license granted to you for Visions Federal Credit Union Digital Banking is limited to a non-transferable license to use Visions Federal Credit Union Digital Banking on any compatible iOS15 or later device or similarly compatible Android device that you own or control and as permitted by (i) the Usage Rules contained in the App Store/Google Play Store Terms and Conditions (the “Usage Rules”) and (ii) the Terms and Conditions. Such license does not allow you to use Visions Federal Credit Union Digital Banking on any device that you do not own or control (or for which you do not have authorization to install or run Visions Federal Credit Union Digital Banking, such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make Visions Federal Credit Union Digital Banking available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute, or sublicense Visions Federal Credit Union Digital Banking. You may not copy (except as expressly permitted by this license and the Usage Rules and the Terms and Conditions), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of Visions Federal Credit Union Digital Banking, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with Visions Federal Credit Union Digital Banking). Any attempt to do so is a violation of the rights of Visions Federal Credit Union and its licensors. If you breach this restriction, you may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by

Visions Federal Credit Union that replace and/or supplement Visions Federal Credit Union Digital Banking unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. VISIONS FEDERAL CREDIT UNION DIGITAL BANKING IS LICENSED, NOT SOLD, TO YOU FOR USE ONLY UNDER THE TERMS AND CONDITIONS. VISIONS FEDERAL CREDIT UNION RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

**4. *No Amendment of Existing Terms and Conditions.*** The terms and conditions of this End User License Agreement do not amend, change, or replace any other notices or information that you may receive in connection with your Visions Federal Credit Union account including, without limitation, any information provided to you on your periodic statement or your agreement with Visions Federal Credit Union governing your account (“Account Terms and Agreements”). In case of any conflict between the terms and conditions of this End User License Agreement and your Account Terms and Agreements, the terms and conditions of your Account Terms and Agreements shall control.

**5. *Touch ID™, Face ID™ and Passcode Login.*** We may offer the option to log into the Visions FCU Mobile App using Touch ID™, Face ID™ and/or Passcode login. You can activate or deactivate these features by toggling on or off the “Touch ID” or “Face ID” or “Passcode Login” controls on the Settings screen and following the instructions. Visions Federal Credit Union does not have access to your fingerprint, faceprint or passcode information. If you choose to save your User ID and Password, which is required to enable these Services, they will be encrypted and stored in your device's Apple iOS Keychain or your respective device's storage.

You acknowledge that by enabling Touch ID™, you will allow anyone who has a fingerprint stored on your device access to your account on the Visions FCU Mobile App. We caution you against storing the fingerprints of others on your device. If you do, please make sure the individuals who have fingerprints stored on your device should be authorized to access the personal and payment information available through the Visions FCU Mobile App. Visions Federal Credit Union reserves the right to suspend or disable this feature at any time. Touch ID™ and Face ID™ can only be associated with one Visions Federal Credit Union User ID at a time on a device. For information on how Apple uses and stores your fingerprint and Keychain data, please see Apple's Privacy Policy and iOS Security Guide. Touch ID™ and Face ID™ is a registered trademark of Apple Inc.

Call us immediately at 800-242-2120 if you believe your device or authentication credentials have been lost, stolen, or compromised in any way or an unauthorized person has used or may use your credentials without authorization.

**6. Transfers (Internal and External).** Transfers are subject to these Terms and Conditions and your Visions Federal Credit Union Account Terms and Agreements. Visions Federal Credit Union reserves the right to refuse or cancel a transfer. We are obligated to notify you promptly if we decide to refuse or cancel any transfer request that complies with these terms and conditions. However, we are not obligated to provide notification of your transfer being refused or cancelled if you attempt to make transfers that are prohibited under this End User License Agreement, any additional agreement affecting the terms of your account(s), or federal and state law. You will also be held responsible for any additional fees charged in accordance with our Service Charge Schedule.

**Internal Transfers** – “Internal Transfers” are monetary transfers between your eligible accounts at Visions Federal Credit Union within digital banking. You may make one-time or recurring transfers between eligible accounts at Visions Federal Credit Union. Internal transfers are classified as funds transfers, member-to-member transfers and transfers using the Make a Payment function. Internal transfers initiated through digital banking before 8:00 P.M. (Eastern Time) on a business day are posted to your account the same day. Transfers completed after 8:00 P.M. (Eastern Time) on a business day, Saturday, Sunday, or banking holiday, will be posted on the next business day. Digital banking identifies transfers based upon the User ID of the user who made the transfer.

**External Transfers (For Personal Accounts Only)** - “External Transfers” are monetary transfers initiated within digital banking to and from accounts that you are an authorized signer on at Visions Federal Credit Union and an external U.S. based Financial Institution, including but not limited to a transfer from an external Financial Institution to make a payment on your associated Visions Federal Credit Union loans and lines of credit. You acknowledge that the origination of ACH transactions to your account must comply with the provisions of U.S. law and that you are authorized to conduct transactions on all accounts involved in the transfer. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this service will be verified in accordance with our procedures. By accepting these terms, you are authorizing Visions Federal Credit Union to electronically initiate a single or multiple recurring ACH/electronic withdrawals from the account(s) provided, on the date and frequency input, for the amount entered. The authority is to remain in full force and in effect until the authorization is cancelled by you (the member) through online or mobile banking.

When you add an external account, we will send two small micro deposits to your external account and then perform a single withdrawal of the micro deposits in the same total amount as an offset. You must demonstrate that you have access to the external account by correctly reporting the amounts of the micro deposits within Visions Federal Credit Union Digital Banking. We reserve the right to impose a limit to the dollar amount of transfers and/or a limit to the total number of transfers that may be requested. We reserve the right to place a hold on any funds prior to debiting your funding account for the transfer amount or prior to crediting your Visions account from your external funding account. You are required to have sufficient



funds available in the funding account of any transfer request(s) by the opening of the business day the transfer is to be processed. External Transfer limits are as stated; there is a maximum dollar amount of \$2,500 per day and \$10,000 per month which includes both incoming and outgoing external transfers. In the event that a debit to any of your internal or external linked accounts, or any portion of any such debit, has failed and the credit side of such transaction has been made available, but cannot be funded, and we are unable to settle the transaction with either the debited or the credited account, we reserve the right, and you authorize us, to debit any of your Visions accounts (including joint accounts) to the extent necessary to offset any resulting deficiency. We reserve the right to resubmit a debit in the event of an insufficient or uncollected funds return. If we are unable to recover from you, then the recovery process set forth in your Account Terms and Agreements will apply. An External Transfer must be properly submitted using the service by 4:00 P.M. Eastern Time to be processed the same Business Day and will post to the receiving account, loan, or line of credit no later than three business days after the "Transfer On" date, otherwise it will be processed on the following Business Day and post no later than four business days. For External Transfers, we reserve the right to wait a period of no more than three (3) business days after debiting your account prior to submitting a credit to the destination account of the transfer, and/or place a hold on a credit to the destination account of the transfer. When you schedule any type of transfer or recurring transfer for a future date using the service, it must be properly submitted at least one (1) calendar day prior to the desired processing date. All scheduled or recurring transfers for a future date will only be processed on Business Days. If the future date for processing is not a Business Day, the transfer will be processed on the next Business Day following the scheduled date. With respect to ACH transactions, if you receive credit for the completion of a transfer but there are/were insufficient funds available in your account and/or the debit to your account is returned for any reason you understand and agree that you are responsible for reimbursing us for the amount of the transfer, along with any additional fees in accordance with our Service Charge Schedule. You further understand that any and all ACH transactions processed by us is purely at our discretion and that the payment by us under these circumstances in no way obligates us to pay the same or similar items in the future. ACH payments are governed by the rules of the National Automated Clearing House Association.

In general, External Transfers (either one-time or recurring) can be cancelled prior to the cut-off time (4:00 P.M. Eastern Time) on the business day they are scheduled to be processed. However, if the transfer's status is approved, you can no longer cancel it. Immediate transfers cannot be cancelled via the service once the transfer has been processed. You waive all liability or damages for any payment made before we have a reasonable opportunity to act on your termination notice. Fees may be charged for any returned item in accordance with our Service Charge Schedule and are subject to change.

Various disqualifying events may occur during your use of the service. You agree that we may reduce the dollar limits on transfers as described above or terminate your eligibility to make future external transfers (including cancelling scheduled future external transfers), in each case without prior notice (other than any notice required by applicable law), upon occurrence of a Disqualifying Event. Each of the following is a "Disqualifying Event":

- (i) Any of your Accounts with us are not current or are not in good standing.
- (ii) You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Account with us.
- (iii) You have had any prior External Transfers involving accounts at other financial institutions cancelled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
- (iv) You attempt to use External Transfers to transfer funds between your eligible consumer Accounts with certain non-consumer accounts at other financial institutions, or to transfer funds between your eligible business Accounts with certain non-business accounts at other financial institutions.

(v) We suspect fraud or unauthorized use has or may occur with respect to your Account(s) with us or with respect to any External Transfer(s).

Notwithstanding the forgoing, we may modify these terms and conditions and/or terminate your eligibility to make future external transfers for any reason, in our sole discretion, after providing at least 10 days' notice.

***Your Liability for Unauthorized Transfers*** - CONTACT US AT ONCE at 800-242-2120 if you believe your digital banking password or your mobile handheld device has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). You assume full responsibility for the security and confidentiality of your passwords, mobile phone number and personal identification numbers used to access Visions Federal Credit Union Digital Banking. You are responsible for all transfers you initiate and authorize using the Service. If you permit other persons to use the Service, you are responsible for any transactions they authorize from any of your accounts. Notify us immediately if you believe that your login credentials have been lost or stolen or that someone has used it or may use it to access your account or conduct transactions without your permission. Call Visions Federal Credit Union at 800-242-2120 or write to us at Visions Federal Credit Union, 24 McKinley Ave. Endicott, NY, 13760.

**7. *Push Notifications.*** When you are logged into Visions Federal Credit Union Digital Banking, you may receive a message asking if you would like to allow push notifications. Push notifications are a way for an application to deliver information, including alerts, sounds and icon badges, to your mobile device. Push notifications can be delivered whether you are currently logged-in to and/or using the application and whether your device is in locked and/or in sleep mode. The following are examples of the types of push notifications we may send, depending on your account and/or your preferences:

- Fraud-related notifications, which may ask you to verify certain transactions and include details of such transactions, such as merchant name and transaction amount;
- Credit-related notifications, which may include transaction details such as merchant name, transaction amount and information regarding declined transactions, if any;
- Information regarding offers available to you through Visions Federal Credit Union Digital Banking; and/or
- Other information related to your account.

Visions Federal Credit Union does not charge a fee for sending push notifications, but fees may be imposed by your carrier or service provider depending on your data plan.

If you do not wish for others to view your notifications, you should establish a passcode lock for your device, lock it when not in use and guard your device's screen when it is in unlocked. If you do not wish to receive push notifications from us, click "Don't Allow" or another similar button when prompted. If you allow push notifications from us but later decide you no longer want to receive them, you can adjust your settings in Visions Federal Credit Union Digital Banking, if available, or turn them all off through your device notification settings.

**8. *Permission to Contact:*** By accepting this agreement you provide express consent to be contacted by Visions and its third-party agents and assigns (including, as applicable, debt collectors) for informational purposes in connection with your account (including via an automated dialing system, SMS message or a pre-recorded voice message) at any number: i) you provide to Visions now or in the future; or ii) on which you call Visions from in connection with an account inquiry. This consent is a condition and material term of this agreement and cannot be unilaterally modified during the term of this agreement except as provided in the "Withdrawing Consent to be Contacted" provision below. You agree that the consent provided by this paragraph is not withdrawn by a "STOP" notification regarding separate text alerts you may elect to Digital Banking Terms & Conditions Visions Federal Credit Union 10/1/23

receive. You warrant that all telephone numbers you provide to Visions will be accurate contact information for you and that you have the permission of any subscriber to the phone line to provide the number to Visions. If you stop using any contact number you provide you will immediately update Visions of the change in phone number. You agree to indemnify and hold Visions harmless in the event of any loss, damage, or suit arising out of any failure to provide accurate contact information to Visions or to alert Visions that contact information has changed.

**9. Withdrawing Consent to be Contacted:** Visions needs to maintain the ability to contact you to provide important account-related information. If you would, nonetheless, like Visions to cease all contact please send a written letter to that effect to Visions Federal Credit Union, 24 McKinley Avenue, Endicott, NY 13760-5491. Alternatively you may call us at 800.242.2120 or update your demographic information via your online banking account at [visionsfcu.org](http://visionsfcu.org)

**10. Changes to this End User License Agreement.** Visions Federal Credit Union reserves the right to revise this End User License Agreement at any time. Upon modification, Visions Federal Credit Union will update the date indicated after “Last Modified” at the beginning of this document. Any modifications to this End User License Agreement will only affect your and our respective rights and obligations from the “Last Modified” date and thereafter. If you do not agree with the modified terms and conditions, however, you must immediately then cease using Visions Federal Credit Union Digital Banking. Your continued use of Visions Federal Credit Union Digital Banking constitutes your continued agreement to the terms and conditions herein.

**11. Collection and Use of Data.** You agree that Visions Federal Credit Union may collect the following information periodically and without further notice to you because of your use of the Services: technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals. You agree that our use of this information is governed by the Visions Federal Credit Union Privacy Notice.

**12. Termination.** The license granted hereunder is effective until terminated by you or Visions Federal Credit Union. Your rights granted hereunder will terminate automatically without notice from Visions Federal Credit Union if you fail to comply with any terms and conditions. Upon termination of the license, you must cease all use of Visions Federal Credit Union Digital Banking, and destroy all copies, full or partial, of Visions Federal Credit Union Digital Banking.

**13. Objectionable Materials.** You understand that by accessing and/or using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to access and/or use the Services at your sole risk and that Visions Federal Credit Union shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

**14. Third-Party Materials.** Certain Services may display, include, or make available content, data, information, applications, or materials from third parties (“Third-Party Materials”) or provide links to certain third-party web sites. You acknowledge and agree that Visions Federal Credit Union is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or web sites. Visions Federal Credit Union does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any Third-Party Services, Third-Party Materials, or web sites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other web sites are provided solely as a convenience to you.

**15. Location Data Disclaimer.** Mapping or location data provided by any service is for basic navigational and/or informational purposes only and is not intended to be relied upon in situations where precise location

information is needed or where inaccurate or incomplete location data may lead to death, personal injury, property, or environmental damage. Neither Visions Federal Credit Union, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by any service.

**16. *Proprietary Materials.*** You agree that Visions Federal Credit Union Digital Banking may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information, or materials in any way whatsoever except for permitted use of the Services. The trademarks, logos, and service marks ("Marks") displayed in Visions Federal Credit Union Digital Banking and the Visions Federal Credit Union Services are the property of Visions Federal Credit Union, its trademark licensors, or other parties (and used with permission). You are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web without the written permission of Visions Federal Credit Union or such third-party which may own the Marks. No portion of the Visions Federal Credit Union Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Visions Federal Credit Union Services, in any manner, and you shall not exploit the Visions Federal Credit Union Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Visions Federal Credit Union is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services.

**17. *Languages, Local Rules.*** In addition, Services and Third-Party Materials that may be accessed from, displayed on, or linked to from your device are not available in all languages or in all countries. Visions Federal Credit Union makes no representation that such Services and Third-Party Materials are appropriate or available for use in any particular location. To the extent you choose to access such Services or Third-Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.

**18. *Modification, Suspension and Discontinuation.*** Visions Federal Credit Union, and its licensors, reserve the right to change, supplement, modify (including without limitation appearance), or suspend, limit, remove, disable, or permanently discontinue your access to or use of, Visions Federal Credit Union Digital Banking and any Visions Federal Credit Union Services at any time without notice or liability.

**19. *NO WARRANTY.*** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF VISIONS FEDERAL CREDIT UNION DIGITAL BANKING IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VISIONS FEDERAL CREDIT UNION DIGITAL BANKING AND ANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND VISIONS FEDERAL CREDIT UNION AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO VISIONS FEDERAL CREDIT UNION DIGITAL BANKING AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. VISIONS FEDERAL CREDIT UNION AND ITS SUPPLIERS DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF VISIONS FEDERAL CREDIT UNION DIGITAL BANKING, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, VISIONS FEDERAL CREDIT UNION DIGITAL BANKING WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF VISIONS FEDERAL CREDIT UNION

**DIGITAL BANKING OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN VISIONS FEDERAL CREDIT UNION DIGITAL BANKING OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROVIDER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD VISIONS FEDERAL CREDIT UNION DIGITAL BANKING OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.**

**ACCESS AND USE OF VISIONS FEDERAL CREDIT UNION DIGITAL BANKING AND SERVICES OCCURS ACROSS THE NETWORKS OF A NUMBER OF WIRELESS SERVICE PROVIDERS. VISIONS FEDERAL CREDIT UNION DOES NOT OPERATE THESE NETWORKS AND HAS NO CONTROL OVER THE OPERATIONS OF THE WIRELESS SERVICE PROVIDERS. WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE TRANSMISSION, COMMUNICATION, POST, OR TRANSACTION OR OTHERWISE INTERFERE WITH THE INTEGRITY THEREOF, INCLUDING, WITHOUT LIMITATION, UNAVAILABILITY OF WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. VISIONS FEDERAL CREDIT UNION DISCLAIMS ANY RESPONSIBILITY FOR ANY WIRELESS SERVICE USED TO ACCESS THE SERVICES.**

**USE OF THE VISIONS FEDERAL CREDIT UNION SERVICES WIRELESSLY MAY INVOLVE THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION ACROSS THE NETWORKS OF WIRELESS SERVICE PROVIDERS. BECAUSE WE DO NOT OPERATE OR CONTROL THE WIRELESS NETWORKS USED TO ACCESS VISIONS FEDERAL CREDIT UNION SERVICES, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS DATA TRANSMISSIONS. ADDITIONALLY, THE WIRELESS DEVICE BROWSER IS GENERALLY PRE-CONFIGURED BY YOUR WIRELESS INTERNET SERVICE PROVIDER. CHECK WITH YOUR SERVICE PROVIDER FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY PRACTICES. FOR PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM VISIONS FEDERAL CREDIT UNION OVER THE INTERNET FROM A MOBILE DEVICE, VISIONS FEDERAL CREDIT UNION RESERVES THE RIGHT TO LIMIT SUCH CONNECTIONS TO "SECURE SESSIONS" THAT HAVE BEEN ESTABLISHED USING TRANSPORTATION LAYER SECURITY ("TLS"). VISIONS FEDERAL CREDIT UNION WILL TREAT YOUR DATA IN ACCORDANCE WITH THE VISIONS FEDERAL CREDIT UNION PRIVACY NOTICE.**

**VISIONS FEDERAL CREDIT UNION DOES NOT CHARGE FOR USE OR ACCESS OF VISIONS FEDERAL CREDIT UNION DIGITAL BANKING. HOWEVER, YOUR WIRELESS SERVICE PROVIDER (INCLUDING WITHOUT LIMITATION ANY ROAMING WIRELESS SERVICE PROVIDER AND ANY WIFI HOT SPOTS) MAY LEVY FEES OR CHARGES FOR TRANSMISSION OR RECEIPT OF MESSAGES AND OTHER COMMUNICATIONS PERFORMED USING YOUR EQUIPMENT ON THE WIRELESS SERVICE PROVIDER NETWORK, AND YOU ARE SOLELY RESPONSIBLE FOR SUCH CHARGES.**

**20. *Limitation of Liability.*** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL VISIONS FEDERAL CREDIT UNION, ITS DIRECT OR INDIRECT SUBSIDIARIES, CONTROLLED AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, IN CONNECTION WITH OR ARISING OUT OF THIS END USER LICENSE AGREEMENT OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE VISIONS FEDERAL CREDIT UNION DIGITAL BANKING OR ANY SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VISIONS FEDERAL CREDIT UNION'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**21. *Indemnification.*** You shall indemnify and hold Visions Federal Credit Union, its licensors, sponsors, agencies and its parents, subsidiaries, affiliates, officers, employees and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your use of Visions Federal Credit Union Digital Banking or any Service, any breach of the terms and conditions set forth in the End User License Agreement, by you, or other users of a Service using your User ID or credentials. You must use your best efforts to cooperate with us in the defense of any such claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any such matter subject to indemnification by you.

**22. *Lawful Use.*** You may not use or otherwise export or re-export Visions Federal Credit Union Digital Banking except as authorized by United States law and the laws of the State of New York. In particular, but without limitation, Visions Federal Credit Union Digital Banking may not be exported or re-exported (a) into any U.S. embargoed countries or a foreign national of such countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using Visions Federal Credit Union Digital Banking, you represent and warrant that you are not located in any such country, a foreign national of any such country, or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.

**23. *Commercial Status.*** Visions Federal Credit Union Digital Banking and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

**24. *Governing Law, Jurisdiction.*** This End User License Agreement, and any and all claims arising out of or in connection with the terms and conditions of this End User License Agreement and your use of Visions Federal Credit Union Digital Banking and any Visions Federal Credit Union Services, shall be governed by the State of New York.

**25. *Dispute Resolution.*** Any current or future claim, dispute or controversy relating to Visions Federal Credit Union Digital Banking, or this End User License Agreement shall be governed by the Account Terms and Agreements.

**26. *Third-Party Beneficiaries.*** You agree that Apple, Google, and their subsidiaries, are third-party beneficiaries of this End User License Agreement, and that, upon your acceptance of the terms and conditions of this End User License Agreement, Apple and/or Google will have the right (and will be deemed to have accepted the right) to enforce applicable portions of this End User License Agreement against you, the end-user, as a third-party beneficiary thereof. This End User License Agreement is otherwise for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein express or implied shall give or be construed to give any person other than the parties hereto any legal or equitable rights hereunder.

**27. *Third-party Notifications.*** iOS is a trademark or registered trademark of Apple Inc. in the U.S. and other countries and is used under license. App Store<sup>SM</sup> is a service mark of Apple Inc. Android is a trademark or registered trademark of Google. Third-party names are the trademarks and/or registered trademarks of their respective owners.

**28. *Need Assistance?*** For all member service questions related to your Visions Federal Credit Union account, please call 800-242-2120.

To ensure that Visions Federal Credit Union can provide you with important communications you must register your current email address within Visions Federal Credit Union Digital Banking and update it when changes occur. You can update your email address by logging in to your digital banking account at [visionsfcu.org](http://visionsfcu.org) and navigating to the “Profile and Settings” menu and selecting “Address/Contact Info.” If you fail to update or change an incorrect email address or other contact information, you understand and agree that communications and notices will be deemed to have been provided to you if they were sent to the email address you have registered with Visions Federal Credit Union Digital Banking.

Contact Information - Notifications required by this End User License Agreement are to be directed to Visions Federal Credit Union at the address or phone numbers listed below.

VISIONS FEDERAL CREDIT UNION

24 McKinley Ave. Endicott, NY 13760

Toll Free: 800-242-2120 Email: [support@visionsfcu.org](mailto:support@visionsfcu.org)