



Cash Management End User Agreement

INTRODUCTION

Visions Federal Credit Union ("Credit Union") offers a wide variety of business digital banking services with many features and options. Below is a brief summary of the types of digital banking services encompassed in digital banking; some of these services have separate sign-up procedures (as indicated) or require execution of additional agreements. If you have any questions about these Cash Management services or about this document, please contact your Member Business Lending officer.

Cash Management Services

1. Digital Banking

- a. *User Rights*: Allows you to establish specific authorization parameters for each digital banking User for digital access to your Business Account. Users are the individuals at your Company that you designate to utilize the Cash Management services on behalf of your Company. The Administrator is responsible for the set-up and management of these Users.
- b. *Inquiries*: View deposit and loan account balances, view holds against account funds, view account history, view pending transfers and submit inquiries to the Credit Union regarding your Business Account.
- c. *Account Maintenance*: Change descriptions of accounts viewable digitally, update business address.
- d. *Transactions*: Transfers between Visions deposit and loan accounts, check withdrawals.
- e. *Express Deposit*: Scan and upload check images for deposit to your Visions accounts (Requires approval and additional agreement).
- f. *FI to FI Transfers*: Transfers between your Visions deposit accounts and your deposit accounts at another institution (subject to approval).
- g. *eStatements*: Receive monthly notification that your statement is available digitally, view and print your account statements on your own schedule.
- h. *Stop Payments*: Request check stop payments.

2. Wire Transfer Services (requires approval and additional agreement)

- a. *Wire Transfers*: Allows you to request and authenticate transfers from your accounts by means of funds transfers that are sent through the Fedwire system (Requires approval and additional agreements).

3. ACH (requires approval and additional agreement)

- a. ACH capability allows you to send or collect ACH transactions for purposes such as payroll or collecting fees.

Capitalized terms used in this Agreement are defined in the glossary section and apply to all services under Cash Management. The terms "we", "us" and "our" refer to Visions Federal Credit Union, which provides you a particular Service under the terms of this Cash Management Services Agreement (the "Agreement"). The terms "you" and "yours" refer to the individual(s) or entity that executed this Agreement and any individuals authorized by that entity to act as Authorized Signer(s) on the Credit Union account, as well as the Administrator designated by your Company to manage the Cash Management Services for your business.

This Agreement contains the terms and conditions under which we provide Cash Management services to you. It is used in conjunction with the Business Terms and Conditions, which covers deposit account terms and conditions. Please read this Agreement carefully and keep it for your records.

By signing and returning the Enrollment form or enrolling with a Visions FCU representative for enrollment, you agree to the General Provisions and Glossary of Terms section, which contains the terms and conditions applicable to all services. You also agree to those portions of the Cash Management Services section of this Agreement, which contain the specific terms and agreements that relate to the Services we provide to you. If you would like an additional Service, such as Express Deposit, ACH or Wire Services, it will be covered by the terms and conditions of this Agreement and the separate addendum to this agreement as is applicable, once we have approved your use of the Service. You may begin using the Service when we have received all required and properly executed forms, your account(s) have been set up, and you have successfully completed any testing or training requirements. Whenever you use any of the Services covered by this Agreement, you agree to be bound by these terms and conditions, as amended from time to time, and to follow the procedures in the applicable Materials. We may change, delete, or add to the terms and conditions of this Agreement with written notice to you. Your continued use of any Service, after the effective date of the change, will indicate your understanding of and consent to the new terms and conditions.

GLOSSARY OF TERMS

The following are some important terms that appear in this Agreement and shall apply equally to the singular or the plural form of the term.

1. **Administrator** – the individual, as appointed by your Company, who will be responsible for the day-to-day administration of the Services for your Company. The Administrator is also responsible for the set-up and management of all the Users of the Cash Management services as well as restricting and/or revoking access for any User who is no longer authorized by your Company.
2. **Applicable State Law** - means the laws of the State of New York.
3. **Business Day** - means each Monday through Friday, excluding holidays observed by the Credit Union.
4. **Business Schedule of Fees** - means our published fee schedule for some of the Services outlined in this Agreement which we may change from time to time.
5. **Business Terms and Conditions** - means the current signature card, our general disclosure and agreement, or similar master account disclosures and agreements, as amended from time to time, we provide you containing terms and conditions applicable to each deposit account for which you use a Service.
6. **Claim** - means claim, cause of action, action dispute or controversy between us, whether sounding in contract, tort or otherwise, which arises out of or relates to:
 - a. Any of the Business Terms and Conditions, Member Manual, User Documentation, Materials, this agreement or any and all related documents, instruments or agreements;
 - b. Any negotiations or communications relating to any of the Business Terms and Conditions, or this Agreement or any and all related documents, instruments or agreements, whether or not incorporated into the Business Terms and Conditions or this Agreement; or
 - c. Any alleged agreements, promises, representations or transactions in connection therewith.
7. **Collected and Available Funds** - means funds in an account that are available for immediate withdrawal.
8. **Company** – Your business, which is the owner of the Deposit Account contracting for these Services
9. **Member Manual** - means the manual containing specific procedures, media and data formats for a Service.
10. **Deposit Account** - means one or more draft or other share deposit accounts maintained by you with us.
11. **Enrollment Form** – means the form required to establish a Service in conjunction with this Agreement.
12. **Fedwire** - means the funds transfer system owned and operated by the Federal Reserve Bank, but excludes the system for making automated clearing house (ACH) transfers.
13. **Fedwire Regulations** - means subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time.
14. **Materials** - means the Service user identification codes, passwords, codes, keys, test keys and security devices, as well as Website access codes and passwords.
15. **Member Business Lending Officer**- means the Credit Union account officer, deposit manager or other officer who assists you in managing your accounts and the Cash Management Services we provide.
16. **Processing Schedule** - means the schedule provided by us for processing all Requests and other Services.
17. **Reasonable Attorney's Fees** - means and includes reasonable attorney's fees, allocated costs of staff counsel, fees and expenses of litigation and any other fees and expenses incurred in enforcing any provision of this Agreement.
18. **Request** - means request by means permitted under the relevant Service to transfer funds to a specific account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds.
19. **Security Procedure** - means, unless we agree otherwise with you, the applicable security procedure described in the Materials for your data delivery type or Service for verifying the authenticity of all transactions, payments, and stop payment requests.
20. **Service(s)** - means a Cash Management service(s) covered by this Agreement.
21. **Software** - means the programs and data file provided by us for use on a computer in connection with one or more particular Services.
22. **Stop Payment Request** - means an electronic or other format of message you send us to request that payment be stopped on a check drawn on any eligible account you have with us.
23. **Users** – The individuals at your Company that you designate to utilize the Services on behalf of your Company. The Administrator is responsible for the set-up and management of these Users.
24. **User Documentation** - means any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service, including but not limited to this Agreement, Materials and Member Manual.
25. **Website** - means the Credit Union website with the internet address <https://www.visionsfcu.org>.

CASH MANAGEMENT SERVICES

Some of the Services described herein require additional documentation or agreements, as indicated below. Unless otherwise indicated, your use of these Services is governed by the terms and conditions of this Agreement.

Administrator. In signing your Company up for the Cash Management Services, you will need to establish one person in your business to serve as your Administrator. The Credit Union will establish this person as your Implementation Administrator and will provide this person with the credentials to initiate digital banking access. This Administrator may then create additional Administrators if your Company permits this per your policies and procedures. The Administrator(s) is responsible for the day-to-day maintenance and management of the Cash Management Services for your Company.

Responsibilities of the Administrator include, but are not limited to: creation and deletion of Users of the Services for your Company, as designated by your internal policies, establishment and maintenance of User rights, servicing of minor User issues (or directing Users to the appropriate Credit Union staff for support), training of the Services for new Users, providing necessary Materials to Users, and distribution of the Customer Manual to Users as the Credit Union updates it. You agree that the Administrator will modify digital banking access **immediately** if: a) any designated employee resigns or is terminated from your employment; or, b) the digital banking access of any designated employee is changed, altered, deleted or terminated. You assume the responsibility of managing the digital banking access and authority of all designated employees and the Credit Union has no responsibility or liability for any direct or indirect damages suffered by you resulting from unauthorized transactions performed by your designated employees or any security breach.

By assigning the Administrator role and these responsibilities to a person(s), you are accepting all liability for the actions of the Administrator(s) under the terms of the Services as described herein. Should the Administrator's term of employment with your Company change or be terminated, you are responsible for notifying the Credit Union to change the Administrator's status, and to assign a new Administrator. Should you neglect to inform us of the change in status of any Administrator, at any time, you agree to indemnify and hold harmless Visions Federal Credit Union from any claims arising from this negligence.

Digital Banking Services. Our internet banking system, (the "System") consists of a number of business services under the umbrella name of **Cash Management Services**. All the digital banking services described below are password secured services available through the World Wide Web. Some Services are also governed by the terms of the Express Deposit and ACH or Wire Transfer Service addendum agreements when applicable.

Access - To use our System, you must have at least one Deposit Account at the Credit Union; acquire the computer hardware and software required to access the System, access to Internet service, and an email address. We will send you, either by email or by postal mail, confirmation of our acceptance of your enrollment, along with the assigned login ID and temporary password for the Administrator. The System can be used to access only the Credit Union accounts that you have designated for access by the System. You can add or delete any of your Credit Union accounts from this Agreement by notifying the Credit Union in writing. Access to your accounts through the System will be based upon the identification of users and authority levels established by the Administrator. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the accountholder.

Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Credit Union web site or by email. You agree to notify us immediately of any change in your email address.

System Services - You can use the System to check the balance of your Credit Union account(s), view account histories, transfer funds between your Credit Union accounts, make stop payment requests, and change your business address. Balance and activity information are real time and reflect the transaction history up to the time of the inquiry being made; however, the Credit Union reserves the right to delay the update of account information in the event of a System error, delay, or malfunction.

Within digital banking, you will also have access to images of checks that have cleared your account. You may view and/or print both sides of your paid check images retrieved through digital banking the day following posting to your account.

Hours of Access - You can use the System seven days a week, twenty-four hours a day, although some or all the System services may not be available occasionally due to emergency or scheduled System maintenance. We agree to post notice of any extended periods of non-availability on the System's web site. The User Rights function within Cash Management allows the Administrator to establish the appropriate days of the week, hours of the day access for each User. The Credit Union strongly recommends that you establish the appropriate usage parameters to increase the Security of your account and your digital banking activity.

Location of Access - In addition to being able to restrict the days/times of User access, Cash Management also gives you the option of restricting the locations of access via the Internet Protocol (IP) Address. The Administrator can, for each user, establish the appropriate IP Address from which the User will be able to access the Services. The Credit Union strongly recommends that you establish the appropriate usage parameters to increase the Security of your account and your digital banking activity.

Passwords - For security purposes, you are required to change your password upon your initial login to the System. You determine what password you will use and the identity of your password is not communicated to the Credit Union. You agree that we are authorized to act on instructions received under this password. You accept responsibility for the confidentiality and security of all passwords and agree to change all passwords regularly, at least every 90 days (the Administrator is responsible for ensuring routine User password updates); you cannot reuse any of the four (4) previous passwords when resetting your password. The Credit Union requires that you create a password with a minimum of eight (8) characters and a maximum of twenty five (25) characters, which must be a combination of letters and numbers. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, or common dictionary words, and should be memorized rather than written down. Upon five (5) unsuccessful attempts to use your password, your access to the System will be revoked. To re-establish your authorization to use the System, you must contact us to have your password reset or to obtain a new temporary password.

Security - You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your statement for each of your Credit Union accounts as soon as it is available. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Password and User ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of the System transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System, or email transmitted to and from us, will not be monitored, read or misused by others.

Performing Digital Transfers and Transactions – You agree that given the size, type and frequency of the intra-Bank transfers, which you intend to make, the following procedures are commercially reasonable. You agree that we may solely rely on these procedures to verify the authenticity of your transfer requests. You agree to be bound by any transfer requested in your Company's name and which is in compliance with these procedures whether actually authorized or not. The procedures are as follows:

1. Types of Transfers allowed in the Cash Management Services:
 - Intra-Credit Union Deposit Transfers: Transfer funds between your Deposit Accounts at Visions Federal Credit Union.
 - Intra-Credit Union Deposit Transfers to Another Account: Transfer funds from your Deposit Accounts at Visions Federal Credit Union to another person or entity's account at Visions Federal Credit Union.
 - Intra-Credit Union Loan Transfers: Transfer funds from your Visions Deposit Accounts to your loan accounts at Visions Federal Credit Union.
 - FI to FI Transfers (requires approval and additional agreement): Transfer funds between your Visions Deposit Accounts and your accounts at other financial institutions.
2. You are responsible for the input and verification of all information onto the System. We shall have no responsibility to determine the accuracy of such information. Should there be any conflict between account number and account name, the account number shall prevail. We shall be entitled to rely upon any transfer request reasonably believed by us to have been input by you or your authorized Users. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers from your accounts in order to avoid returned, unpaid items.
3. The Credit Union may, in its sole discretion, reject any transfer request if there are insufficient Collected and Available Funds in your authorized account(s); or the transfer request (1) is not authenticated to our satisfaction or which we, in good faith, believe may not be authorized by you; (2) contains incorrect, incomplete or ambiguous information; or (3) involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal. We shall incur no liability for any loss to you or to any third person occasioned by our refusal to make such transfer.
4. Limitations – On any Share Savings account or Pacesetter account you may make up to six (6) transfers from your account each four (4) week or similar period (month), if by preauthorized or automatic transfer, telephone or internet account access order or instruction, debit card or direct draft. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are not included in this count of six (6) and are unlimited. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires and funds are part of your Collected and Available Funds.

FI to FI Transfers – Once approved for this service, you can elect to set up FI to FI Transfers for your account. This Service allows you to initiate incoming or outgoing ACH transfers up to a specific dollar limit, to an account that you own at another financial institution. You

must provide proof of ownership of the outside account by verifying the amount of micro deposits that we will send to your outside account on your behalf. Upon successful verifications and agreement to the terms of the FI to FI Transfer service, you will have access to the Service.

Transfers performed through the FI to FI Transfer Service are subject to the terms as described in this Agreement in addition to the FI to FI Transfer Agreement. We shall be entitled to rely upon any transfer request reasonably believed by us to have been input by you or your authorized Users.

Stop Payment Requests – You may request check stop payments through the Services; stop payments for ACH transactions cannot be requested digital and must be requested directly to a Credit Union employee. There may be a fee for requesting a stop payment; refer to the Business Schedule of Fees, available in the Terms and Conditions section of our website, to determine if a fee applies as well as the amount of the fee.

Your check stop payment requests must follow the procedures and specifications we establish for this Service. You must provide us with timely, complete and accurate information on:

1. The account number against which the item is drawn;
2. The date of the item;
3. The item number; and
4. The exact amount (dollars and cents) of the item.

Complete accuracy is essential since stop payment orders are processed by computers operating on the basis of precise data. If any of the required information is incomplete or incorrect, we will not be responsible for failing to effectuate the order. Stop payment requests that cover a range of checks that are missing or stolen may be processed by us without regard to the dollar amount. A check stop payment order becomes effective when we confirm its receipt and have verified that the item has not been paid. We will not be able to verify this immediately if an item may have been paid more than 60 days prior to your request. Stop payment orders are in effect for six months and can be renewed after the 6-month period upon your written request. They will be renewed at the prevailing renewal fee then in effect. From time to time, our systems may be inoperable. If that occurs, you may transmit stop payment orders by telephone instruction (a verbal stop payment can be accepted but must be followed by receipt of a written request, i.e. completion of the Credit Union's stop payment form). You are advised that under Applicable State Law, stopping payment on a check may not relieve you of your obligation to pay the check.

Electronic Statement Delivery Service “eStatement” – If you enroll in eStatements, you authorize us to send notice of regular periodic account statement(s), in lieu of a paper copy, in electronic format for all accounts designated by you to be viewed through your Cash Management access. You agree to be bound to all rules and regulations applicable to your Deposit Account and any other contract for services with us as established and amended by us.

We will provide this information in a clear and conspicuous manner that you can print and/or store using your personal computer. We will notify you of any material change in hardware or software required for retrieving or storing this information. We will send you an email when a monthly statement of yours is available for viewing for each statement period.

Access and Password: When logged into Cash Management, using the user ID and password designated for your use under this Agreement, you will have an opportunity to enroll in eStatements. You will receive confirmation of your enrollment to the email address that you provide to us. Once you have been enrolled, you can access your eStatements, by logging in to your account using the Cash Management user ID and password provided to you (as described herein).

You understand that you have the right to revoke the eStatement Agreement and thereby withdraw consent for electronic statements, at any time. We will then stop providing statements to you electronically, and your account will be subject to any paper statement fees in effect at that time.

You agree to notify us immediately if you are unable to access any of the information that has been delivered by us in an electronic form or manner. You agree to provide us with notice if your email address changes, by updating the email address while logged into the Service or by contacting the Credit Union in writing.

GENERAL PROVISIONS

1. **Changes to a Service.** You may request at any time to change the processing instructions for any Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a

form and manner acceptable to us or be from an authorized person you have designated. Changes are subject to our approval.

2. **Fees.** There is no charge to sign up for Cash Management. Use of the ACH or Wire Services could result in a fee (refer to the applicable addendum for more details). The amount of these fees is posted on our Business Schedule of Fees, available in the Terms and Conditions of our website at www.visionsfcu.org. We may amend our Service pricing from time to time. Additionally, transactions that you initiate through Cash Management could affect your account analysis, resulting in a fee(s), as described in your checking account agreement. Certain prices are subject to change without prior notice. You agree to pay all taxes levied or imposed by any government agency in connection with your Services.
3. **Communications.** Any written notice or other written communication to be given by us under this Agreement will be addressed to you at the address specified on your Enrollment Form, or to such other address as you may specify in writing. Unless we advise you otherwise, written communication to us should be sent to: Visions Federal Credit Union, ATTN: Cash Management Services, 24 McKinley Avenue, Endicott, NY 13760. Notices are effective upon receipt, except as otherwise provided in this Agreement or any Materials. We may electronically monitor and/or record any telephone communications with you. You consent to such recording. If our records about any communication are different from yours, our records will govern. If we allow you to use electronic mail or communications via our Website to initiate payment requests or other instructions with respect to a Service, you will be subject to the terms and conditions of this Agreement and must comply with the applicable procedures of that Service.
4. **Software, Internet, and Hardware.** You agree to comply with all software, internet and hardware requirements necessary for use of Services. In addition to having the necessary requirements for operating Cash Management from your computer(s), you must also have up to date anti-virus software installed on your computer to help protect your personal information when using the Services. We also strongly recommend the use of anti-spyware and anti-malware programs on your computer(s). Using anti-spyware/ malware software increases the security of your digital banking experience.
5. **Confidentiality.** You acknowledge our claim to proprietary rights in the Materials and that the Materials constitute our “trade secrets” or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:
 - a. Safeguard the Materials at all times;
 - b. Establish and maintain procedures to assure the confidentiality of the Materials and any password or code assigned to or used by you;
 - c. Use the Materials only for the purposes for which we provide them; and
 - d. Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised;

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- a. Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials;
- b. Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time; and
- c. Translate, reverse engineer, disassemble or decompile any Software or security devices. These confidentiality obligations continue after a Service you are using is terminated.

You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Agreement or to have access to any Materials without proper supervision and strict security procedures. We will be fully protected in relying on the correct user identification codes and passwords, as described for the relevant Service in this Agreement.

Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral approval for such use. This section does not limit either party's ability to satisfy any governmentally or judicially required disclosure.

6. **Disclosure of Account Information.** You authorize the Credit Union and each of its affiliates to disclose to third parties, agents and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:
 - to comply with government agency or court orders or requests; or

- to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
 - where it is necessary for completing transfers; or
 - to provide services relating to your account or to offer other products and services; or
 - if you give us your permission; or
 - to a permitted assignee of the Credit Union.
7. **Customer Responsibility.** You agree to be solely responsible for your proper use of the Service, including but not limited to implementing internal procedures to safeguard your confidential access capability. You will assume full responsibility for the provision, repair and maintenance of any facilities, computer terminals, or other equipment necessary to or used by you in connection with accessing the Service.
8. **OFAC (Office of Foreign Asset Control) Rules.** This agreement requires the Company to comply with the laws of the United States of America, including any economic sanctions administered by the United States Treasury Department's Office of Foreign Assets Control. Your Company represents and warrants that, when it transmits entries to the Credit Union, the Company is not acting on behalf of, or transmitting funds to or from, any party subject to such sanctions. Additionally, your Company represents and warrants that Company employees who are given Administrator or User responsibilities under this Agreement are authorized to do so under the laws of the United States of America, and are not personally subject to OFAC sanctions.
9. **Facsimile Signatures.** Many businesses use a facsimile signature as a convenient method for signing checks, documents and other items. If you choose to use a facsimile signature, you must provide us with a specimen facsimile signature of each person authorized to do so. You are responsible for any withdrawal from your account that bears or appears to us to bear a facsimile signature that resembles the signature of an authorized person regardless of how the facsimile signature came to be placed on the item. We may rely on facsimile signatures even if they were placed on items without your knowledge or consent. We may pay items bearing a facsimile signature regardless of the persons to whom they are drawn or paid. If you choose to use a facsimile signature, you are responsible for the payment of the item. We may pay the withdrawal and may charge your account for it. You agree to compensate us for all losses, claims, damages, or expenses, including Reasonable Attorney's Fees that result from our payment of a withdrawal bearing a facsimile that resembles your signature or a facsimile that we believe you authorized.
10. **Overdrafts (Order of Payments, Transfers, and other Withdrawals).** If your account has insufficient funds to perform electronic fund transfers you have requested for a given Business Day, then:
- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority,
 - b. Electronic fund transfers that would result in an overdraft of your account may, at our discretion, be cancelled,
 - c. In the event the electronic fund transfers which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the Business Terms and Conditions for that account.
11. **General Matters.** This Agreement supplements the terms of the Business Terms and Conditions. This Agreement and the Business Terms and Conditions are the entire agreement between the Credit Union and you with respect to the subject matter of the Agreement and supersede any prior agreements or representations. In the event of any inconsistency between this Agreement and the Business Terms and Conditions, this Agreement will govern. You may not assign or transfer this Agreement without the Credit Union's written consent. The Credit Union may transfer or assign this Agreement without your consent. This Agreement shall bind and benefit the Credit Union, the accountholder(s) and their successors and assigns. This Agreement shall not benefit any third party. Section headings are used for convenience only and do not affect the meaning of this Agreement. The Credit Union's failure to enforce any right under this Agreement shall not constitute a waiver of any future rights or excuse the subsequent breach of the same obligation. If a court of competent jurisdiction finds any provision of this Agreement unenforceable, the remaining provisions shall continue in full effect.
12. **Indemnification.** Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your eligible account, if you are an owner of an eligible account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims demands, judgments and expenses arising out of or in any way connected with an eligible account or the performance of the Services. This indemnification is provided without regard to whether the use of Services is by you or your authorized representative.
13. **Security Procedures.** Certain Security Procedures designed to verify the origination (but not errors in transmission or content) of instructions, orders and other communications sent by you or the Credit Union might be used in connection with the Services. You agree that any such mutually agreed-upon Security Procedures shall be deemed commercially reasonable. The Credit Union shall not be obligated to act on a communication not transmitted in accordance with the Security Procedures and may refuse to

act on any communication where the Credit Union reasonably doubts its authorization, contents, origination or compliance with the Security Procedures. The Credit Union shall have no duty to discover, and shall not be liable for, errors or omissions by you. If the Credit Union complies with the Security Procedures in respect of a communication, the Credit Union shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and the Credit Union shall not be liable for acting on, and you will be bound by, any communication sent in the name of the Company or any of its Users, whether or not authorized. The Credit Union reserves the right to issue new Security Procedures and/ or to cancel or change any Security Procedures from time to time. Whenever the Security Procedures include the assigning to the Customer of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, or similar security device, you will not disclose such security device except to agents authorized to act for you in connection with the Services. You shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices, and shall immediately notify the Credit Union if the confidentiality or integrity of any such security device is breached or threatened. You will be solely responsible for the safekeeping of such security devices and assume all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of your negligence or deliberate acts or otherwise. The Credit Union shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices.

- 14. Limitation of Liability.** We will not be liable for any loss to you that is not the result of our gross negligence or willful misconduct. In no event shall we be liable for any consequential, indirect, incidental, special or punitive damages or any lost profits or loss of opportunity or goodwill, even if the Credit Union is aware of the possibility of such damages. Under no circumstances shall we be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with the Service which is caused by interruption of telephone, tele facsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by the Member or any third party, strikes or lockouts, emergency conditions, riots, war, acts of government or other circumstances which are unavoidable or beyond the Credit Union's control. The Credit Union shall not be liable for failure to perform any of its obligations in connection with the Service if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority. If the Credit Union fails to credit any of the Member's accounts upon discovery or notification of such error, the Credit Union will properly credit such account, but the Credit Union shall not incur any liability therefore, including any loss resulting from failure by the Member to invest the amount of funds not properly credited to the account.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT DIGITAL SERVICES WILL OPERATE WITHOUT ERRORS OR THAT ANY OR ALL DIGITAL SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW. YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO DIGITAL SERVICES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY OR WHETHER WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES. FURTHER, IN NO EVENT SHALL THE LIABILITY OF VISIONS FEDERAL CREDIT UNION AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH DIGITAL SERVICES.

- 15. Limitations on Use and Access.** Unless you have our prior written consent, you may not: (a) permit a third party to initiate Service transactions on your behalf; or (b) use the Services to process transactions on behalf of others.

- 16. Notifying Us of a Problem.** You agree to notify us immediately if you discover:

- a. Any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation or electronic report);
- b. Unauthorized transactions involving your Credit Union accounts or records;
- c. A breach in the confidentiality of the Security Procedures; or
- d. Other problems related to the Services.

You must send us a written notice of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 calendar days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). The provisions of this section shall survive termination of all Services.

17. **Fiduciary Status.** Nothing contained herein shall be deemed to create fiduciary status on the part of the Credit Union in connection with the provision of the Services. This Agreement does not create any agency, partnership, joint venture or any other association with you.
18. **Protection from Third Parties.** You will indemnify us against and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature (including Reasonable Attorney's Fees) arising out of or relating to disputes or legal actions by parties other than you and us concerning a Service. The obligations contained in the preceding sentence will continue after a Service you are using is terminated. This section does not apply to any cost or damage incurred by a third party which is attributable to our gross negligence or intentional misconduct and for which we are legally responsible.
19. **Entire Agreement.** You acknowledge and agree that any access to or use of the Services constitutes acceptance of this Agreement. If any provision of the Business Terms and Conditions, or agreement for a specific Service (including without limitation the ACH and Wire Services) is inconsistent with a provision of this Agreement, the provisions of this Agreement will apply to the Service(s).
20. **Representations and Warranties.** On and as of each day we provide any Service to you, you represent and warrant to us that:
 - a. Your agreement to each provision contained in this Agreement is a duly authorized, legal, valid, binding and enforceable obligation;
 - b. The debiting of any account as provided in this Agreement is not inconsistent with any restriction on the use of that account;
 - c. All approvals and authorization required to permit the execution and delivery of this Agreement and any other necessary documentation, and the performance and consummation by you of the transactions contemplated under each Service, have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds from and access information from such party's account; and
 - d. Your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you.
21. **Termination.** Either party (you or the Credit Union) may terminate the Services at will. All other provisions and responsibilities outlined in this Agreement survive beyond termination of Services.
22. **Choice of Law; Venue; Forum.** Except to the extent superseded by Federal law, this Agreement shall be construed and interpreted in accordance with the Laws of the State of New York, without regard to its conflicts-of-law provisions, as though all acts and omissions related to this Agreement occurred in the State of New York. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the courts in Broome County, New York. You hereby (i) waive any objection which you might have now or hereafter to the foregoing venue of any such litigation, action or proceeding, (ii) irrevocably submit to the exclusive jurisdiction of any such court set forth above in any such litigation, action or proceeding, and (iii) waive any claim or defense of inconvenient forum.