



ONLINE HOME BANKING DISCLOSURES AND AGREEMENT

TERMS AND CONDITIONS:

This Electronic Funds Transfer Agreement is the contract which governs your and our rights and responsibilities concerning the online banking services offered to you by EPIC Federal Credit Union. In this agreement, the words "you" and "yours" mean those who sign the application or account cards as applicants, joint owners, or any authorized users. The words "we", "us", and "our" mean EPIC Federal Credit Union. The word "account" means any one or more share and share draft accounts you have with us.

Electronic funds transfers are electronically initiated transfers of money from your account through the electronic method(s) described below. By signing an application or account card for online banking services or by using the service, each of you, jointly and severally, agree to the terms and conditions in this agreement and any amendments hereto. We may terminate access to electronic fund transfers or cancel your access devices, if any, at any time. Upon such termination, we shall give you notice of termination. Access to electronic fund transfers may be terminated by you by giving a written notice to us. Termination of the access shall not affect the liability you incurred prior to termination. You must keep your share Account and checking Account open in order for your access to electronic fund transfers to remain valid. You agree to pay the current charges shown on the Fee Schedule and any future charges that may be approved by our Board of Directors for the use of electronic fund transfers. You authorize us to take any such fees from any Account in which you have an ownership interest or the right to withdraw.

WARRANTIES:

Computer hardware and software are required to access online banking services. Minimum system requirements include:

- A personal computer with internet capability,
- An Internet Service Provider
- A Web browser (IE 9, Firefox 15, Chrome 22, Safari 5 or higher)

We believe that the various means of access to electronic fund transfers will prove to be reliable. However, certain means may not operate properly at all times. We, therefore, may not promise that our systems will always be available for your use.

RIGHTS AND RESPONSIBILITIES:

You promise not to attempt to make a transfer when a system tells you or other circumstances give you a reason to believe that the system is unavailable or is not operating properly due to a technical malfunction or is otherwise unable to make the transfer you desire. You agree that each transaction completed during normal Credit Union business hours will be posted immediately to your Account; transactions received after normal Credit Union business hours will be posted immediately with a date of the next business day. You further agree that credit to Accounts will be conditional until we can collect the Item. If we cannot collect the amount of an item, that amount will be deducted from your Account. You agree that the electronic fund

transfer system shall be used only for the type of transfers and to have access only to the Accounts that we in advance have approved. If through some error the online banking system permits you to withdraw funds from an Account that you should not be allowed to use, we may charge the amount involved to an Account that you can use.

We will assign an initial Password for your access to online banking services. You must change your Password the first time you access the online banking service and set up security questions to safeguard your account as well as agree to the terms and conditions. You are responsible for any transactions done on any account of yours if done by you or by anyone else that you have given access to your account.

We may revoke your online banking access if unauthorized account access and/or transactions occur as the apparent result of your negligence in safeguarding your Credit Union online banking account number and/or PIN. You are responsible for safeguarding your Credit Union online banking information and by not doing so you may be held responsible for transactions done by others.

Further, you agree that if you cause the Credit Union a loss of any nature, the Credit Union may revoke or refuse to grant you internet home banking access to your account.

For security reasons, the Credit Union reserves the right to inactivate any home banking account with no activity for an extensive period of time. A fee may be charged to re-instate your access.

Except as changed by this Agreement, electronic fund transfers made by use of the online banking service are subject to the rules and agreements contained in your Account agreement, signature card and other Account rules and regulations for your Accounts and this Agreement is made part of those rules and regulations.

Alterations and Amendments: The terms of this Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall send notice to you at your address of record or by secure electronic message via the Credit Union Internet Home Banking service. Any use of the services after the service sends you a notice of change will constitute your agreement to such change(s). Further, the Credit Union, may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the Internet Bill Pay programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

GOVERNING LAW:

In addition to the terms and conditions listed above, you agree that the accompanying Electronic Fund Transfers Disclosure Statement shall cover ALL electronic fund transfers made by you via home banking AND smshb. This Agreement and all transactions under this Agreement will be governed by Louisiana law and applicable Federal law.

ELECTRONIC FUND TRANSFERS

TERMS AND CONDITIONS:

If we approve the online banking service for your accounts, a PIN will be assigned to you. You must use your PIN along with your account number and the security questions you set up to access your accounts. Currently, you may use the online banking service to:

- Transfer funds between your savings, checking, consumer and loan, credit card and club accounts;
- Obtain balance information for your savings, checking, consumer loan, mortgage loan, credit card, club, Certificate of Deposit, and IRA accounts;
- Make consumer loan and credit card payments to us from your savings, checking and/or club accounts;

WARRANTIES:

Your account can be accessed under the online banking service via a personal computer. Online banking service will generally be available for your convenience twenty-four (24) hours per day. This service may be interrupted for periods of time for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Access to online banking will be restricted if your account is dormant. To retain the ability to initiate online banking, your account must not be dormant, or must have had at least one transaction during a 12 month period. Members with dormant accounts must request access to online banking through the Credit Union prior to initiating service.

LIMITATIONS:

All checks are payable to you as primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

Limitation on Dollar Amount of Transfers: For security reasons, there are limits on the dollar amount of transfers you can make using our systems.

Limitation on Frequency of Transfers: For security and compliance reasons, there are limits on the number of transfers you can make using our systems. Transfers made above this limit are subject to the fees listed in the Fee Schedule.

Our business days are Monday through Saturday. Holidays are not included. Of course, the online banking service is available at times other than the business days of our Credit Union.

RIGHTS AND RESPONSIBILITIES:

Summary of Your Liability for Unauthorized Transfers: Tell us AT ONCE if you believe your internet banking information has been stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts. If a transaction was made using the online banking service without your permission, your liability for an unauthorized transaction is determined as follows:

- If you tell us within two (2) business days, you can lose no more than \$50 if someone made a transaction without your permission.
- If you do not tell us within two (2) business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you can lose as much as \$500.00.
- Also, if your Statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the Statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call (800) 468-5041, (504) 454-8224 or write to us at EPIC FEDERAL CREDIT UNION, P.O. Box 6708, Metairie, LA 70009-6708.

A list of the fees and charges which are applicable to your electronic fund transfers is stated in our most recent Fee Schedule. In addition, each Account affected by the transaction use will be subject to the regular service charge imposed for that specified Account as set forth in the Fee Schedule.

You can get a receipt at the time you make any transfer to or from your Account using the online banking service. If you have arranged to have direct deposits made to your Account at least once every sixty days from the same person or company, you can call us at (800) 468-5041, OR (504) 454-8224 to find out whether or not the deposit has been made. You will get a monthly Statement (unless there are no transfers in a particular month). In any case you will get a Statement at least quarterly.

If you have told us in advance to make **regular** payments out of your Account, you can stop these payments. Here is how: Call the originating institution first to inform them of your intention. Then call us at (800) 468-5041 OR (504) 454-8224 or write us at P.O. Box 6708, Metairie, LA 70009-6708 in time for us to receive your request. We must receive the request

(3) days or more before the payment is scheduled to be made. If you call, we may also require that you put your request in writing and get it to us within 14 days after you call. We will charge you a stop payment fee for each stop payment order you give as set forth in the most recent Fee Schedule. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. You will NOT be able to make a stop payment of a **one time** payment made through the online banking service or one time payments that have been authorized.

Summary of Our Liability for Failure to Make Transfers: If we do not complete a transfer to or from your Account on time or in correct amount according to our agreement with you, we will be liable for your losses or damages as required by Federal law. However, there are some exceptions. We will not be liable for, for instance:

- If through no fault of ours, you do not have enough money in your Account to make the transfer;
- If the transfer would go over the credit limit on a loan;
- If your computer system was not working properly, and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If the funds in your Account are subject to a court order or other restriction preventing the transfer; and
- There may be other exceptions stated in our agreement with you.

Disclosure to 3rd Parties: We will disclose information to third parties about your Account or transfers you made:

- When it is necessary to complete the transfers;
- In order to verify the existence and conditions of your Account for a third party such as a credit bureau or merchant;
- In order to comply with a government agency or court orders; or
- If you give us written permission.

Summary of Error Resolution: In case of errors and questions about your electronic transfers or payments, as soon as you can, you should:

1. Telephone us: (504) 454-8224
2. Write us: EPIC Federal Credit Union
3105 Lime Street
Metairie, LA 70006

If you think that your statement is wrong or you need more information about a bill payment listed on the statement, we must hear from you no later than (60) days after you received the FIRST statement on which the problem or error appeared. You must:

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

If you tell us orally, in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business Days after providing verbal notification.

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

If we determine there was no error, we will send you a written explanation within three (3) Business Days after we finish the investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of documents which we used in our investigation.

*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

Merchant Authorization to Debit Your Account(s): You may authorize a third party such as a merchant to electronically debit your account(s). You may do so at the point of purchase, using the internet, or by telephone. With each of these types of transfers the third party will use the account number you give to them to electronically debit your account(s) through the ACH network. These transactions are electronic fund transfers that are subject to this Electronic Fund Transfers Agreement and Disclosure.

GOVERNING LAW:

This Agreement and all transactions under this Agreement will be governed by Louisiana law and applicable Federal law.

SMShB (Short Message Service Home Banking)

TERMS AND CONDITIONS:

EPICFCU's home banking service enables you to access your account(s) through an SMS text-enabled cell phone.

The use of this service constitutes your agreement to these terms and conditions. There is no charge for this service, but you are responsible for all charges and fees associated with the text

messaging imposed by your wireless carrier. You may request and receive text messages concerning your accounts on any text-enabled cell phone. It is your responsibility to determine if your cell phone service provider supports text messaging and your telephone is capable of receiving text messages.

By activating one or more cell phones for this service, you agree to the following terms and conditions:

You will provide a valid mobile number and you agree that we may send you text messages through your wireless provider via this number.

The SMSHB (SMS Home Banking) service allows you to request and receive electronic text messages about your accounts and/or request certain pre-authorized transfers on your account(s) at the Credit Union.

We send text messages to you based upon the instructions you provide at the time of the request you send. You acknowledge and accept that each message is sent to you without being encrypted and will include certain information requested on your Credit Union account(s).

You understand that balances provided may not include recent or pending transaction that have not yet posted to your account and that other restrictions may apply.

You will notify us immediately of any changes to your registered device. Changes can be made by calling our member services department at 504-454-8224 or by logging in to home banking from either your mobile device or a personal computer. Once you activate your cell phone for this service, YOU are responsible for keeping any personal information in your cell phone secure. For your protection, you agree to:

1. Login to home banking and cancel your SMSHB service if you cancel your service with your cell phone provider.
2. Login to home banking and cancel your SMSHB service if your cell phone is lost or stolen.
3. Login to home banking and cancel or edit your SMSHB service if you change your cell phone provider or change your cell phone number.
4. Erase your 'Sent Messages' and 'Inbox' that may contain your SMSHB PIN number or other information.

WARRANTIES:

The Credit Union provides this service as a convenience to you. We do not use text messaging for any purpose not included in this system and will not respond to text messages sent to us that do not comply with appropriate action codes. You understand that EPICFCU does not make any warranties on equipment, hardware, software or internet provider service or any part of them, expressed or implied. EPICFCU is not responsible for any loss, injury or damages whether direct, indirect, special or consequential, caused by the internet provider, any related

software, or EPICFCU's use of any of them arising in any way from the installation , use, or maintenance of your personal computer hardware, mobile device, software, or other equipment.

RIGHTS AND RESPONSIBILITIES:

You acknowledge, agree and understand that your receipt of any SMSHB messages may be delayed or prevented by factor(s) affecting your cell phone service provider and/or other factors outside our control.

The Credit Union does not guarantee the delivery or the accuracy of the contents of any message. You agree to not hold the Credit Union, including its agents, employees, or volunteers, liable for any losses, damages or costs that may arise in whole or in part, from:

- a non-delivery, delayed delivery, or the misdirected delivery of any message;
- inaccurate or incomplete content in any message; or
- your reliance on or use of the information provided in any SMSHB service message for any purpose.

You understand and agree to indemnify and hold harmless EPICFCU, its affiliates, officers, directors, employees, consultants, agents, service providers and licensors from any and all third party claims, actions, damages, liabilities, costs and expenses including reasonable attorney's fees and expenses arising from your use of the text banking service and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

The Credit Union reserves the right to terminate this service or begin charging a fee for such service at any time without prior notice to you. All provisions of any agreements or disclosures previously made pertaining to your Credit Union accounts remain in effect and are not superseded or amended by this agreement.

GOVERNING LAW:

You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and constructed in accordance with the laws of the State of Louisiana, notwithstanding any conflict of laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the state of Louisiana.

MULTI ACCOUNT ACCESS:

TERMS AND CONDITIONS:

This portion of the Disclosure and Agreement covers your and our rights and responsibilities concerning EPICFCU's online Home Banking multi-account access feature (MAA) offered to

you. The feature permits you to electronically authorize others you designate to perform home banking transactions on your account (s) with EPICFCU.

In this part of the Agreement, the words, “you” and “your” and “yours” mean those who request and use the multi-account view feature under this Agreement. The words, “Credit Union”, “we”, “us”, and “our” mean EPICFCU. The word, “account” means any one or more accounts you have with the Credit Union. By accepting the terms and conditions of this Disclosure and Agreement and by using the multi account access feature, you jointly and severally agree to the terms and conditions in this Disclosure and Agreement and any amendments.

WARRANTIES:

EPICFCU cannot guarantee availability of the multi account access feature. Further, the Credit Union reserves the right to suspend the use of the multi account access feature on your account if:

- Incorrect User Names and/or passwords are used to try to access the feature; or
- The Credit Union suspects fraud or misuse by you or your authorized user; or
- The Credit Union suspects that an unauthorized person is attempting to access the feature; or
- In the Credit Union’s opinion, there is reasonable justification for doing so.

RIGHTS AND RESPONSIBILITIES:

This multi account access authorization feature allows you to permit other EPICFCU account owners to access the account(s) you authorize via home and/or mobile banking.

By authorizing other members to access your account, **YOU ARE AGREEING** that they will have **UNLIMITED** access to:

- View ALL of your personal and financial information relating to the account(s) through home banking.
- Access to ANY account(s) held by EPICFCU in your name associated with the account you authorize access through
- Perform ANY transaction through on-line and/or mobile banking that you could perform, including transfers and paying bills

Please read the information below carefully:

- This access is limited to online and mobile banking only and will not apply to other transaction channels, such as in-person transactions at a branch or transactions conducted over the phone unless those you authorize are joint on the product within the account that access is being requested.
- If you would like to access another member’s account, that member must set up access using this feature from their own account.
- This authorization **DOES NOT** limit your liability as the account holder.

Your use of this feature confirms that you have satisfied yourself as to the standing and trustworthiness of the authorized viewer.

The Credit Union is not responsible for the security of any of your data which is downloaded by the authorized user onto any hardware or software he or she may be using. You agree that the authorized user will not allow anyone else to access your account using the multi account access feature on his or her behalf. If you or any authorized user suspects that someone knows or has discovered or otherwise obtained access to your or the authorized user's User Name or Password, you **MUST** notify us immediately at 504-454-8224 so that the Credit Union can act on such notice within a reasonable time.

You may remove the authorization to a user who you previously granted access to at any time by signing into your online banking account and simply selecting the user you wish to remove.

You understand and agree to indemnify and hold harmless EPICFCU, its affiliates, officers, directors, employees, consultants, agents, service providers and licensors from any and all third party claims, actions, damages, liabilities, costs and expenses including reasonable attorney's fees and expenses arising from ANY use of the multi account access feature, and you agree that we shall not be liable to you for any loss or damage which you may suffer as a result of a third party user using the multi account access feature, except where such loss or damage was caused by the gross negligence or willful misconduct of the Credit Union. You agree to accept full responsibility for all losses due to fraud.

GOVERNING LAW:

You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and constructed in accordance with the laws of the State of Louisiana, notwithstanding any conflict of laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the state of Louisiana.

BILL PAY

TERMS AND CONDITIONS:

Note: All references within this document to the terms "Payment Service" and/or "the Service" reflect the Internet Bill Pay Service offered by EPIC Federal Credit Union.

I acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with The Credit Union's Internet Bill Pay Service and agree that I have read and will abide by this agreement. I also agree The Credit Union does not need to provide me with an additional paper (non-electronic) copy of this Agreement unless specifically requested. Further, I understand that a copy of this Agreement can be printed by using my browser's print command and a printer.

The Credit Union reserves the right to refuse enrollment in the Internet Bill Pay Service to any member who does not meet the Internet Bill Pay Service criteria which has been established by the Credit Union. Included in this criteria is a requirement that subscribers to this service must live within the United States, its possessions and territories.

Internet Bill Pay Service - As used in this Agreement, the term "Payee" means the vendor, biller, person or entity to whom you wish a bill payment to be directed; "Payment Instructions" means the information provided by you to the Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.); "Payment Account" means your Checking Account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance on line of credit accounts (e.g., line of credit overdraft accounts) at The Credit Union, from which all bill payments may be made and/or such funds collected; "Business Day" means Monday through Friday, excluding Federal holidays; "Payment Date" means the Business Day of your choice upon which your bill payment will be made and your Payment Account will be debited; and "Cutoff Time" means 1:00 PM (Central Standard Time on any Business Day) and is the time by which you must transmit instructions to have them considered entered on that particular Business Day.

RIGHTS AND RESPONSIBILITIES:

By providing the Payment Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives from you or your authorized user through the Internet Bill Pay Service. When the Service receives a payment instruction, you authorize it to debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as soon as reasonably possible.

For this reason, it is necessary that all Payment Dates selected by you be five (5) Business Days before the actual due date for payments that are being sent by check and three (3) Business days for ACH payments, (not the late date and/or a date in the grace period). It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. Payment instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Service on the next Business Day. If you properly follow the procedures described herein, and the Service fails to send a payment according to the Payment Instructions received, the Service will bear responsibility for all late charges. In any other event, including but not limited to choosing a Payment Date which is not five (5) Business Days before the due date or on or past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

A bill payment is "In Process" starting at the Cutoff Time on the Payment Date. A bill payment is a "Pending Payment", starting from the time you enter Payment Instructions until the payment is "In Process." A bill payment is considered "Completed" on the Business Day you selected as the scheduled Payment Date. You may cancel or edit any Pending Payment (including recurring bill payments) by logging in to Home Banking and cancelling the payment. There is no charge

for cancelling or editing a Pending Payment. Please note: we may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "In Process" and it is not possible to stop or cancel a payment which is "Completed. If you desire to cancel or stop any payment which is "In Process", you must send the stop payment request to us via electronic mail. By sending the stop payment request in any other manner, it will not reach us in time for us to act on your request. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such a stop payment order. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for such service as disclosed in our Fee Schedule. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the payment or transfer, or the transfer would exceed overdraft coverage, if applicable (Note: The Credit Union may, at its option, pay a scheduled bill payment which exceeds the balance in the checking account by transferring the amount of the resulting overdraft from other savings accounts or draw your account negative using overdraft coverage, indicated on the Membership Application and Agreement , any subsequent Account Change Card, or NSF overdraft Coverage Policy.)
- The bill payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- The Payee mishandles or delays a payment sent by the Service;
- You have not provided the Service with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment;
- Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) that prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions to the Service's performance obligations are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment account or causes funds from your Payment Account to be directed to a person or entity which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper recipient any previously misdirected payments or transfers.

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by the Payee

The payment may be deducted from your Payment Account via an electronic debit through the Automated Clearing House Association (ACH). All bill payments debited from your account will appear on your monthly Statement of Account and will also appear on Home Banking as ACH debits will reflect the name of the Payee (e.g., XYZ Utility Company) as well as the date and amount; payments by check will be reflected on your statement with a date, payee and address, and amount. All payments can be viewed with the Payee's name, payment amount and payment date by reviewing your recent payment history under the ePay option provided to you as part of the Internet Bill Pay Service.

Prohibited Payments: The following payment types are prohibited through the Service:

- Tax Payments
- Court Ordered Payments
- Payments to Payees outside of the United States or its possessions/territories

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

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

PIN/Password and Security: To access the Internet Bill Pay service you will need to log on to the Credit Union Internet Home Banking service and then click on ePay.

You agree not to give or make available your Credit Union Internet Banking Account Number and PIN to any unauthorized individuals. You are responsible for all bill payments you, and your Internet Bill Pay authorized user, authorize using the Service. If you permit other persons to use the Service or your Credit Union Account Number and PIN (even though you have agreed not to disclose this information); you are responsible for all transactions they authorize. If you believe that you're Credit Union Account Number and PIN has been lost, stolen or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without your permission, you must notify The Credit Union at once by calling us during business hours.

You also agree that The Credit Union may revoke your Internet Bill Pay and/or Internet Home Banking account access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the Account Number and PIN(s) belonging to you and/or your authorized user. Further, you agree that, if you cause the Credit Union a loss of any nature, the Credit Union may revoke or refuse to grant you Internet Bill Pay service and/or Internet Home Banking account access to your account.

Your Liability for Unauthorized Transfers - If you tell the Credit Union within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your Credit Union Internet Home Banking Account Number and PIN has been lost, stolen or compromised, you can lose no more than \$50.00. If you fail to notify the Credit Union within (2) Business Days after you learn of unauthorized access to your account(s) and/or that your Credit Union Internet Home Banking Account Number and PIN has been lost, stolen or compromised, and we can prove that we could have prevented the unauthorized access to your account(s), or use of your Credit Union Internet Home Banking Account Number and PIN had you notified us, you could lose as much as \$500.00. If your monthly statement or your online account detail reflect any transfers or payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement which reflected an unauthorized transfer(s) or payment(s) was mailed to you, you may not get back any money you lost after the 60 days, provided that we can prove that we could have stopped someone from taking money if you had told us in time.

Summary of Error Resolution: In case of errors and questions about your electronic transfers or payments, as soon as you can, you should:

1. Telephone us: (504) 454-8224
2. Write us: EPIC Federal Credit Union
3105 Lime Street
Metairie, LA 70006

If you think that your statement is wrong or you need more information about a bill payment listed on the statement, we must hear from you no later than (60) days after you received the FIRST statement on which the problem or error appeared. You must:

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

If you tell us orally, in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business Days after providing verbal notification.

We will tell you the results of our investigation within ten (10)* Business Days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate the complaint or question. If we decide to do this, we will re-credit your

account within ten (10)* Business Days for the amount you think is in error, so that you may have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not re-credit your account.

If we determine there was no error, we will send you a written explanation within three (3) Business Days after we finish the investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of documents which we used in our investigation.

*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

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

- If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or
- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or
- To a consumer reporting agency for quality assurance, or
- In order to comply with a governmental agency or court orders, or
- If you give us your written permission.

Charges and Fees: There are no fees to be a participant in the Internet Bill Pay Service.

Please note: Your Credit Union loan accounts may not be paid by using the Internet Bill Pay Service, but instead may be paid by using the transfer/payment option on the Credit Union Internet Home Banking service or by automatic transfer from your Credit Union Checking account. Additionally, charges for other transactions and optional services such as Non-Sufficient Funds, NSF Overdraft Coverage, or Stop Payment Fees are specified in Fee Schedule and may be applicable if incurred.

You agree to pay such fees and charges, and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your savings or loan accounts will continue to apply.

You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

In the Event a Transaction Is Returned and/or Overdraws Your Payment Account - In using the Service, you are requesting the system to make payments for you from your Payment Account.

If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with the Credit Union's established and published fees. Further, you also agree that a NSF fee may be charged to your account even if the payment is not returned but is paid and overdraws your Payment Account.

By enrolling for and using this Internet Bill Pay service you agree that The Credit Union has the right to transfer funds from your available balance on your line of credit account as well as from all of your share accounts to recover funds for all payments that have been requested to be paid by you and your authorized user. The Credit Union also has the right to return the payment and charge the applicable NSF fee to your account.

Alterations and Amendments: The terms of this Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall send notice to you at your address of record or by secure electronic message via the Credit Union Internet Home Banking service. Any use of the services after the service sends you a notice of change will constitute your agreement to such change(s). Further, the Service, may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Internet Bill Pay programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

Address Changes: You agree to promptly notify both The Credit Union member/customer service in writing of any address change. Changing your address on the Service does not automatically update your address of record at The Credit Union. Similarly, updating your address at The Credit Union does not automatically update the address on the Service.

Termination or Discontinuation: In the event you wish to discontinue the Service, you must notify us in writing. The Credit Union may terminate Service to any individual at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

Payee Limitations: The Service reserves the right to refuse to pay any person or entity to which you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this agreement.

Information Authorization: Through your enrollment in the Internet Bill Pay Service, you agree that The Credit Union reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition,

you agree that the Service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

Disputes: In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what one of the Service's employees says and the terms of this Agreement, the terms of the Agreement shall control.

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

GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, United States of America, without regard to its conflicts of law provisions.

REMOTE DEPOSIT CAPTURE (ezDeposit)

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean the (consumer or business) that applied for and/or uses any of the Remote Deposit Capture Services (the "Services") described in this Disclosure and Agreement. The words "you," "your," and "yours" mean EPIC Federal Credit Union. My Application for use of the Remote Deposit Capture Services, your notification of approval of my application, and my EPIC Federal Credit Union membership and account agreement are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Application, your approval, or the Account Agreement, this Disclosure and Agreement will control.

Use of the Services: Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my account with you (the "Account") by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the hardware and software requirements set forth in the System Requirements section below. Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via onscreen messaging and/or email notification. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute

check” or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

Guarantee Specific to Deposits Received for Credit to a Business Account:

My use of the Services for the purpose of depositing to a Business Account constitutes my understanding and agreement that I may be personally liable for any expenses EPIC Federal Credit Union incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney’s fees as applicable, as well as any and all costs associated with EPIC Federal Credit Union enforcing this Guarantee. This Guarantee shall benefit EPIC Federal Credit Union and its successors and assigns.

Compliance with Law: I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

Check Requirements: Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will indorse the back of the original check. My endorsement **must** include my **signature**, my **account number**, and **“FOR EPIC MOBILE DEPOSIT ONLY”**. The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Rejection of Deposit: You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

Items Returned Unpaid: A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

Email Address: I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items.

Unavailability of Services: I understand and agree that the Services may at times be temporarily unavailable due to the Financial Institution's system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or by mailing the original check to you at PO Box 6708, Metairie, LA 70009-6708. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following rejection.

Business Days and Hours: <https://www.epicfcu.com/Contact-Us>

Funds Availability: I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Metairie, LA. With regard to the availability of deposits made using the Services, such funds will be available as set forth below.

- 1) Deposits received via the Service are processed on our Mobile Deposit business days, which are Monday through Friday, excluding holidays, until 3:00 p.m. CST.
- 2) Deposit items that we receive after 3:00 daily will not be deposited to my account until the end of the following business day. Deposits made after 3:00 p.m. CST on a Friday that is a business day, and at any time on a Saturday, Sunday, or holiday, will not be deposited into my account until the end of the next business day that you are open.
- 3) The earliest that funds deposited after 3:00 p.m. via the Service will be available for withdrawal or to pay checks that I have written would be the third business day after the business day on which you receive the deposit.
- 4) Check holds or unavailability of the Service may cause further delays in availability of funds beyond that time. Checks deposited via the Service do not fall under the regulatory provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply to those deposited items.

Accountholder's Warranties: I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

- 1) Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- 2) The amount, the payee, signature(s), and indorsement(s) on the original check are legible, genuine, and accurate.
- 3) I will not deposit or otherwise indorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- 4) Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
- 5) I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- 6) I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- 7) The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.
- 8) I have not knowingly failed to communicate any material information to you.
- 9) I have possession of each original check deposited using the Services and no party will submit the original check for payment.
- 10) Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

Storage of Original Checks: I must securely store each original check. If I am using the Service to deposit items into an account in the name of a Business to which I am a party I understand this means the original check(s) must be accessible only [under dual control] by my authorized personnel, that I deposit using the Services for a period of 10 days after transmission to you. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

Securing Images on Mobile Devices: When using the Service, I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the application.

Accountholder's Indemnification Obligation: I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

In Case of Errors: In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach as set forth below.

Telephone you at: 504-454-8224

or e-mail you at: epic.rdc@epicfcu.com

Limitation of Liability: I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.

Warranties: I UNDERSTAND THAT THE FINANCIAL INSTITUTION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FINANCIAL INSTITUTION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE FINANCIAL INSTITUTION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms: You may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.

Termination of the Services: I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

Relationship to Other Disclosures: The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

Governing Law: I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of Louisiana, notwithstanding any conflict-of-laws

doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of Louisiana.

Periodic Statement: Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services by no later than 60 days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

Limitations on Frequency and Dollar Amount: I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

Unacceptable Deposits: I understand and agree that I am not permitted to deposit the following items using the Services:

- 1) Any item drawn on EPIC Federal Credit Union.
- 2) Any item that is stamped with a "non-negotiable" watermark.
- 3) Any item that contains evidence of alteration to the information on the check.
- 4) Any item issued by a financial institution in a foreign country.
- 5) Any item that is incomplete.
- 6) Any item that is "stale dated" or "post dated."
- 7) Savings Bonds
- 8) Any item with a restrictive endorsement.
- 9) Any item payable to a third party other than the member or an authorized signer listed on the account.

Changes in Financial Circumstances: I understand and agree that I must inform you immediately in the event a material change in my financial circumstances as or in any of the information provided in my Application including any supporting financial information. If I am using the Service to deposit items into an account in the name of a Business to which I am a party, this includes, but is not limited to, notification of the following: (a) changes in transaction volumes at my business; (b) any change in a representation or statement made or furnished to you by me or on my behalf in my Application; (c) a material change occurs in my ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) I liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) I sell any assets except in the ordinary course of my business as now conducted, or sell, lease, assign or transfer any substantial part of my business or fixed assets or any property or other assets necessary for the continuance of my business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) I cease doing business, become

insolvent, a receiver is appointed for all or any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of my indebtedness to you, whether related or unrelated to the Account or the Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading; (h) I or any guarantor dies; if I am a sole proprietorship, the owner dies; if I am a partnership, any general or managing partner dies; if I am a corporation, any principal officer or 10.00% or greater shareholder dies; if I am a limited liability company, any managing member dies; if I am any other form of business entity (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (i) any creditor tries to take any of my property on or in which you have a lien or security interest, including a garnishment of any of my accounts with you; (j) a judgment or judgments is entered against me or any guarantor(s) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (k) an involuntary lien or liens is attached to any of my assets or property and not satisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in my financial condition or applicable credit histories; and (m) I am in default under any agreement for borrowed money or any other material contract. I agree to provide you any financial records you reasonably request to determine my financial status during the term of this Disclosure and Agreement.

Confidentiality: I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

Waiver: The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship: This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

SYSTEM REQUIREMENTS

FOR REMOTE DEPOSIT CAPTURE SERVICES

iOS Compatibility - Requires iOS 9 or later. Compatible with iPhone, iPad, and iPod touch.

Android Compatibility - Requires 5.0 or higher or it will not install or appear in the play store.
RDC just requires a rear-facing camera.