



### **Addition Financial Credit Union Digital Banking Agreement**

This Digital Banking Agreement (“Agreement”) is entered into between you and anyone authorized by you (collectively, “you,” “your,” “member”) and Addition Financial Credit Union (“Addition Financial,” “we,” “our,” “ours”) as a precondition to your use of any of the banking services provided by Addition Financial that you access either online through the internet or on a mobile or cellular device (“Services”). This Agreement sets forth the terms and conditions governing our provision of the Services to you and describes your and our rights, responsibilities and obligations related to the Services. By using one or more of the Services, member agrees to, and shall be bound by, the terms and conditions in this Agreement as well as Addition Financial's current Important Account Information for Our Members (including the Terms and Conditions of Your Account, Debit Card Agreement, and Electronic Fund Transfers disclosure) and Deposit Availability Policy, which can be accessed at:

<https://www.additionfi.com/disclosures>. Addition Financial, in its sole discretion, may not permit member to use the Services until Addition Financial has determined that member has accepted this Agreement and otherwise provided appropriate information and specifications for the use of the Services, and until Addition Financial has had a reasonable opportunity to review and verify the information you provide to register for use of the Services. Note that you will need to agree to one or more separate agreement(s) before using certain Services, including some Automated Clearing House (“ACH”) and wire transfer services. In any event, you agree that your use of any of the Services shall, without any further action or execution on your part, constitute your acceptance of this Agreement.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Addition Financial, intending to be legally bound, do hereby agree to comply with the following terms and conditions, as follows:

#### Addition Financial Credit Union Digital Banking Agreement

1. Setup and Use of Online and Mobile Access Services.
2. Available Services.
3. Protections for Electronic Fund Transfers for Consumer Deposit Accounts.
4. Bill Payment Service.
5. Faster Payment Services (FedNow and Real Time Payments).
6. Remote Deposit Capture Services.
7. Debit and Credit Card Alerts and Controls Agreement.
8. Limitations of the Services.
9. Consent to Receive Electronic Communications (Electronic Communications Agreement).
10. General Legal Provisions.
11. Arbitration and Waiver of Jury Trial.

## **1. Setup and Use of Online and Mobile Access Services.**

**1.1. Eligibility.** To access the Services you must be an owner or an authorized user of the account you select for enrollment. If you have more than one account we will “link” the accounts together. Accounts which are “linked” under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the service. Addition Financial may un-link any account with or without notice, in its sole discretion. You must designate a user name and password which will be required to gain access to the Services.

**1.2. Security Procedures.** The use of the username and password (“login”), in addition to other authentication methods described below, is a security procedure established by Addition Financial to authenticate the identity of the person attempting to gain access to the service. The security procedure is not designed for the detection of errors. We may require you to change your login from time to time for security reasons. You should keep your login in a secure location. Any person having access to your login will be able to access these Services and perform all transactions, including reviewing account information, stopping scheduled payments, and making transfers to other accounts and to other persons. **You are responsible for safeguarding your login. Providing login information to another person constitutes a grant of authority to access and withdraw funds from your accounts.**

You agree to comply with all “security procedures” Addition Financial directs you to use to access the Services. By following the security procedures, you acknowledge and agree that the security procedures constitute commercially reasonable procedures for the initiation of the Services you utilize. If you do not believe that any of the security procedures are reasonable, please cease using the Services immediately and notify us of your intent to terminate your use of the Services. You authorize us to follow any and all instructions entered and transactions initiated using applicable security procedures unless and until you have notified us, according to notification procedures prescribed by us, that the login has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such security procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the security procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

**1.2.1. Modification of Security Procedures.** We reserve the right to modify, amend, supplement, or cancel any or all security procedures, at any time, at our discretion in order to protect the security of your funds and/or our systems and assets. We will endeavor to give you reasonable notice of any change in security procedures; provided that we may make any change in security procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable for the sake of security. Your implementation and use of any changed security procedures after any change in security procedures shall indicate both

your agreement with the changed security procedures and that such procedures are commercially reasonable and adequate for the purposes intended.

**1.3. Consumer Joint Account Holders.** You have the ability to add a joint account holder to any of your Addition Financial deposit accounts. Once added, a joint account holder has the ability to enroll in and use digital banking Services without your knowledge or additional consent. Such a joint account holder will have the ability to transact on the account you have added them to as well as any of your accounts linked to that account, including your loan and line of credit accounts. For example, a joint account holder will have the ability to completely draw down any line of credit you have open and withdraw all of the funds from your deposit accounts. If you do not wish to grant a joint account holder the ability to transact on your linked accounts, do not add a joint account holder to any of your deposit accounts.

**1.4. Business Authorized Users.** Those persons you, as an Addition Financial business account owner, have granted online account access to and/or authorized to conduct online transactions on your business account shall be referred to herein as "Authorized Users." Your appointment of any Authorized Users is optional and solely your decision. By appointing Authorized Users, you understand that such Authorized Users may have broad authority to conduct transactions on your accounts, including the ability to withdraw all funds on deposit in your accounts. You will be exclusively responsible for determining which digital banking features any Authorized User will be able to access and, as such, will remain exclusively liable for such access. By allowing Authorized Users, you agree that Addition Financial has no duty to monitor who has been appointed as an Authorized User or the powers they have been authorized to perform.

You agree that all transactions, instructions, directions or other information provided by Authorized Users will be deemed to have been authorized by the principals of the business, account owners, or authorized signers of the respective accounts, and Addition Financial will be indemnified and held harmless by you and the business account owner for acting upon such transaction, instruction, direction or other information. You accept full and sole responsibility for the actions of Authorized Users and agree to be responsible for any loss or expense they cause to you, your business, any third party, or Addition Financial. You also agree to remove the access capability of any Authorized User immediately upon termination of employment or contractual obligation.

**1.5. Business Sub Users.** You, as an Addition Financial business account owner, may have the ability to add one or more "Sub User(s)" to your account(s). Sub Users are a type of Authorized User with limited powers that may include viewing your account balances, transactions, limits, and other information. You may also grant Sub Users certain transactional authorities for your accounts. All provisions outlined in this Agreement related to Authorized Users also apply to Sub Users. You are exclusively responsible for determining which digital banking features your Sub User may access and, as such, will remain exclusively liable for all Sub User actions. You agree that Addition Financial has no duty to monitor either: a) the identity of your appointed Sub Users, or b) any Sub User's actions.

You agree that all transactions, instructions, directions or other information provided by Sub Users will be deemed to have been authorized by the principals of the business, account

owners, or authorized signers of the respective accounts, and Addition Financial will be indemnified and held harmless by you and the business account owner for acting upon such transaction, instruction, direction or other information. You accept full and sole responsibility for the actions of Authorized Users and agree to be responsible for any loss or expense they cause to you, your business, any third party, or Addition Financial. You also agree to remove the access capability of any Sub User immediately upon termination of employment or contractual obligation.

**1.6. Access.** Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. Addition Financial may change the terms and conditions of this agreement from time to time to conform with changes or advancements in our Services, to adapt to security threats or concerns, or as required by law or regulation. We will provide you reasonable notice of any such changes. Use of the Services after the effective date of such changes will constitute your consent to the changes.

**1.6.1. Hardware and Software Requirements.** While you may be able to access and use the Services using other hardware and software, we currently support the following minimum requirements:

- Current stable version of internet browser from major providers (e.g., Apple, Google, Microsoft)
- iOS or Android version capable of supporting the newest version of our app
- The ability to view the information on our website, which is provided in HTML and/or PDF format.

## **2. Available Services.**

**2.1. Members may use the Services to:**

- Make transfers between accounts you may have with us.
- Obtain account balances. Please note that it may take time for your current transactions (such as checks cashed at a teller) to be reflected in your account balances. In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
- Review recent transactions on your accounts.
- Transfer money to make loan payments.
- Transfer money from a line of credit to transactional accounts.
- Communicate directly with Addition Financial via the digital banking secure message center.
- Issue stop payment orders.
- View check images.
- Use the bill payment service.

- Utilize other Services made available by Addition Financial from time to time

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us. Your use of these Services may first require you to agree to abide by a separate set of terms and conditions.

**2.2. Additional Services.** Additional Services may be included in an update to this agreement or in other separate agreements required to be entered into prior to your use of any new Services available through digital banking. Information about new Services may be obtained from our website at [www.additionfi.com](http://www.additionfi.com). Not all of the Services described on Addition Financial's website are available in all geographic areas. Therefore, you may not be eligible for all of the Services described on the website. We reserve the right to determine your eligibility for any of the Services. By using these Services when they become available, you agree to be bound by the terms and conditions contained in this agreement or separate agreements covering these Services.

**2.3. Restrictions; Limits.** In most cases you may use the Services to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, Addition Financial, as it may determine at any time and from time to time in its sole discretion, may deny digital banking account access, restrict digital banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

**2.4. Vendor.** You acknowledge and agree that any of the digital banking Services can be provided by an independent third party service provider ("Vendor") as selected by Addition Financial, and that both the Vendor and the Services are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Addition Financial. Neither Addition Financial nor the Vendor is responsible for the actions or omissions of the other.

**2.5. Service Availability.** We will use reasonable efforts to make the Services available for your use on a continuous basis. The Services may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Services may be interrupted because of conditions beyond our control, including outages in internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Services will always be available for your use. We may elect to discontinue the Services at any time. If we choose to discontinue the Services, we will provide you with reasonable notice in advance of such discontinuance. We reserve the right at all times to take actions to protect our systems and information, including denial of your access to the Services.

### **3. Protections for Electronic Fund Transfers for Consumer Deposit Accounts.**

The Consumer Financial Protection Bureau's Regulation E ("Regulation E") provides a basic framework that establishes the rights, liabilities and responsibilities of participants in

“electronic fund transfer” systems. This framework provides consumers with certain protections for personal deposit accounts. A “consumer” means a natural person and, therefore, Regulation E protections apply to consumer accounts established primarily for personal, family or household purposes.

**3.1. Scope of Protections.** The term “electronic fund transfer” (“EFT”) generally refers to a transaction initiated through an electronic terminal, telephone, online, or mobile device that instructs a financial institution either to credit or debit a consumer's deposit account. Examples of electronic fund transfers include automated teller machine (“ATM”) transactions, point-of-sale or purchase transactions done using a debit card and preauthorized transfers from or to an account (such as direct deposits). In addition, transactions performed using Addition Financial's digital banking services are also covered under Regulation E. Regulation E has a variety of consumer protections. For example, Regulation E helps protect you against losses relating to certain unauthorized EFTs involving your personal deposit accounts.

**3.2. Your Liability for Unauthorized Transfers or Payments.** You agree to tell us immediately if you believe your online or mobile access device, login, access codes, user identification, or passcode has been taken or used without your permission. If you notify us within two (2) business days (a “Business Day” shall refer to the time period of 9:00am to 5:00pm EST any day Monday through Friday, excluding Federal Reserve bank holidays) after you learn of the loss or theft of your account access device, user identification or passcode, the most you can lose is fifty dollars (\$50) if someone accesses your account through that device. Failure to notify the bank within two Business Days may result in you incurring losses up to five hundred dollars (\$500). Also, if your statement shows EFT(s) that you did not make, tell Addition Financial at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you lost after the sixty (60) days, if Addition Financial can prove that they could have stopped someone from accessing your funds if you had told them in time.

**3.3. Contact Addition Financial if Your Information is Lost or Stolen** . If you believe that your user identification, passcode or access codes have been lost or stolen or that someone has made payments, transferred, or may transfer money from your consumer deposit account without your permission, notify us AT ONCE by:

Phone: 407-896-9411 (Orlando) or 800-771-9411 (outside Orlando),  
Business Days: Monday through Friday (Excluding Federal Holidays),

Or by US Mail:

Addition Financial  
Attn: Contact Center  
1000 Primera Boulevard  
Lake Mary, FL 32746

**3.4. No Protection for Non-Consumer Accounts** Any non-consumer deposit accounts offered by Addition Financial (e.g., commercial or business accounts) are not protected by the Consumer Financial Protection Bureau's Regulation E (“Regulation E”). If you have a non-consumer

account, Addition Financial will, upon request, provide you with the relevant agreements containing information on the rights, liabilities and responsibilities for participants in EFTs in a non-consumer setting.

4. Bill Payment Service. **4.1. Definitions.** Capitalized terms used in this Section and not defined in Section 4.1 shall have the meaning prescribed to them elsewhere in this agreement. The additional capitalized terms used in this Section 4 shall have the following meaning:

- a. "Payment," or "Transfer" refers to an online bill payment transaction performed by Addition Financial or a member using the bill payment services.
- b. "Bill Payment" refers to any of the Payments and/or Transfers performed by Addition Financial or its Vendors at your request.
- c. "Account" refers to any consumer or business deposit account or loan that is included in any of your profiles stored or maintained in the Bill Payment services.
- d. "External Transfers" means a credit to an external account at a financial institution other than Addition Financial.

**4.2. Bill Payment Service Generally.** You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Payment Account. Your Bill Payment payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay. Please include the full name of the payee and a complete mailing address and telephone number for each payee, along with your Account number, the amount of the payment, and whether the payment is recurring. Addition Financial reserves the right to decline to make Bill Payments to certain persons and entities. On recurring Bill Payments, it is your responsibility to update payee account information such as address changes, account numbers, etc.

**4.3. Payment Limitation.** Addition Financial and its Bill Payment service Vendor reserve the right to limit the dollar amount of the Bill Payment service Payments.

**4.4. Debiting Funds - Payments and External Transfers.** For Payments that are sent electronically, your Accounts will be debited on the day that the Payment is sent (the "Send Date"). For Payments that are sent by check, your Accounts will be debited when the check is presented for payment. For External Transfers, when members are transferring funds out of an Account at Addition Financial, (for credit to an external account at another financial institution), the Account debit will take place on the day that the transfer is sent (the "Transfer Date"). When members make a Transfer of funds out of an external account at another financial institution for credit to an Account at Addition Financial, the account debit at the external financial institution will occur in accordance with ACH operating rules.

**4.5. Crediting Funds - External Transfers.** External Transfer credits will be posted once the corresponding debited funds have been received and determined by Addition Financial or its third party Vendor to be good funds, and in accordance with ACH operating rules.

**4.6. Payment Delivery.** The following delivery times, along with other information Addition Financial may have about payees or their processing routines, are used to calculate the

estimated delivery date displayed for each scheduled payment (“Estimated Delivery Date”). For Payments sent electronically, most Payments set up before the designated cut-off time of 3:00 p.m. EST will be delivered that day. For Payments processed through the ACH network, most Payments set up before the designated cut-off time of 3:00 p.m. EST on the Send Date will be delivered within two Business Days after the Send Date. Based on Addition Financial's estimate of average United States Postal Service mailing times, for Payments sent by check, most Payments set up before the designated cut-off time on the Send Date will be delivered within five Business Days after the Send Date.

Changes to previously scheduled Payments must also be made before 3:00 p.m. EST the day it is to be initiated. If the transaction shows an “in process” status, then the Payment cannot be modified or deleted. Although you can enter Bill Payment information through the Bill Payment services twenty-four (24) hours a day, seven (7) days a week, Addition Financial only initiates Transfers on Business Days. Funds must be available in your Account on the scheduled Payment date. After funds are withdrawn from your Account to make a Payment, we may make the Bill Payment either by transferring funds electronically to the payee or by mailing the payee a check. Funds will be deducted from your Account on the same Business Day for electronic Bill Payments. Bill Payments made by check will be deducted from your Account when the check clears your Account. If you direct the initiation of a Bill Payment to occur on a day other than a Business Day, it will be initiated on the following Business Day. The Bill Payment service will indicate whether a payee is paid electronically or by check.

When you create a new payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the Bill Payment and for your payees to verify information about your Account. The Bill Payment service may provide a calendar feature that estimates the expected date of delivery of a scheduled Payment. This feature is an estimate only and not a guarantee of Payment delivery on that date. You should schedule a Payment to a new payee at least one Business Days before any payment due date, to allow us time to set up the payee and verify information about your Account with the payee. Addition Financial is not liable for any service fees or late charges levied against you due to postal delays or processing delays caused by the payee. There is no limit on the number of payees or number of Payments that may be authorized. Addition Financial may, in its sole discretion, establish maximum Bill Payment amounts and aggregate daily limits. Electronic Payments are subject to the availability of sufficient funds in the designated Account. You acknowledge and agree that if you describe a payee inconsistently by name and account number, scheduled Bill Payment transactions will occur on the basis of the account number you provide, even if it identifies a person other than your intended payee.

For new Bill Payments, you agree to allow at least two Business Days for electronic payments and at least five Business Days for check payments between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your Bill Payment and follow all instructions provided, and the Payment is not received by the payee in a timely manner, a representative of



Addition Financial will work with the payee on your behalf to have any late fees or charges reversed.

**4.7. Bill Payment Cancellation.** A recurring Bill Payment transaction that you want deleted must be deleted or the next payment date changed by 3:00 p.m. EST of the next scheduled transaction date.

A stop payment cannot be placed on an electronic Bill Payment once it is issued. However, a stop payment can be placed on a Bill Payment check any time prior to 3:00 p.m. EST on the day before such check is scheduled to be issued. There is no fee for deleting a Payment initiated through Bill Payment; however a fee will apply for a stop on a Bill Payment check. Please see the "Fee Schedule" on Addition Financial's website for the current stop payment fee.

In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to research and correct the Payment information or to void the Payment and re-credit your Account.

**4.8. Fee for Telephone and Other Assisted Transfers.** You agree to pay Addition Financial an "Assisted Transfer" fee if you request the real-time assistance of an Addition Financial employee to transfer funds, including for the purpose of making a payment on a loan. A list of our current Assisted Transfer fee may be viewed at [www.AdditionFi.com/feeschedule](http://www.AdditionFi.com/feeschedule).

**4.8. Insufficient Funds.** If a Bill Payment is to be made electronically and your Account does not have sufficient funds to make the Payment as of the date the Transfer or Payment is attempted or scheduled to be made, the Transfer or Payment will be canceled and no further attempt will be made by Addition Financial to make the Transfer or Payment. Addition Financial shall have no obligation or liability if it does not complete a Transfer or Payment because there are insufficient funds in your Account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the service. In the case of recurring Payments, only the Payment currently scheduled will be canceled. Recurring Payments schedule for future dates will not be affected.

When you schedule a Bill Payment that will be made by check, you authorize us to issue a check drawn on your designated Account for the requested amount. If sufficient funds are not available in your Account when the check is presented for payment, we may refuse to honor the check and return it unpaid. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your Account will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your Account.

**4.9. Territory.** Payments or Transfers made using the Bill Payment services may only be made to payees with U.S. payment addresses that Addition Financial can verify, and Payments that are account-to-account external transfers may only be made to your Accounts held at United States financial institutions, after you have completed the required validation steps.

**4.10. Disclosures of Account Information to Third Parties.** Addition Financial and its Vendors agree to only disclose information to third parties about your Accounts or the transactions you make:

- a. Where it is necessary for completing a transaction;
- b. In order to verify the existence and condition of a member Account for a third party, such as a payee;
- c. In order to comply with a valid governmental agency requirement or court order;
- d. If the member gives permission, which Addition Financial or such Vendor may require in writing;
- e. In order to collect information for Addition Financial's or its Vendor's internal use concerning the electronic fund transfer service;
- f. If it involves a claim by or against Addition Financial or its Vendors concerning a deposit to or withdrawal from member's Account; or
- g. Where otherwise required or permitted under state or federal laws and regulations.

**4.11. Authorization to Obtain Information.** You agree that Addition Financial and/or its Vendors may obtain information regarding their Accounts in order to facilitate proper handling and crediting of their payments.

**4.12. Member Disclaimer.** You shall disclaim Addition Financial's and its Bill Payment Vendors liability for fraud-related losses incurred by you and anyone else using the Bill Payment services.

**4.13. Inactivity and Termination.** If you do not schedule or process a Payment via the Bill Payment services for any three (3) month period, we may terminate your Bill Payment services. If you close your Bill Payment Account, or if we terminate your Bill Payment services, your Bill Payment information will be lost and all pending Payments will be cancelled. If you decide to terminate the Bill Payment services, you agree to cancel all future Bill Payments at the same time that you cancel the Bill Payment service, either by deleting those Payments yourself using the Bill Payment service or by calling us. This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding Bill Payment orders (all One-Time Payments and recurring Payments) once your Bill Payment service has been terminated. Termination of the Bill Payment service will not automatically close your accounts and will not affect your obligations arising from past Bill Payment transactions.

## **5. Faster Payment Services (FedNow and Real Time Payments).**

**5.1 Introduction.** If you are enrolled in the FedNow or Real Time Payment services (with each referred to herein as a "Faster Payment Service") and you have been approved by Addition Financial to use the Faster Payment Services, the following terms and conditions ("Faster Payment Terms") are applicable to your use of these services. By sending payments or not returning payments received through a Faster Payment Service, you agree that you accept and will comply with these Faster Payment Terms. If you wish to return a payment received, you must contact Addition Financial at 1-800-771-9411.

**5.2** Definitions. Capitalized phrases used in these Faster Payment Terms and not defined herein shall have the meaning prescribed to them elsewhere in this agreement. The additional capitalized terms used in the Faster Payment Terms shall have the following meaning:

- a. "Payment Amount" means the Service Transfer Amount plus any fees payable by you to us in conjunction with the applicable Service Transfer.
- b. "Person" means a natural person or a business, government, or nonprofit entity.
- c. "Faster Payment System" means either the Real Time Payments or FedNow payment system that is accessed through the Faster Payment Services.
- d. "Sending Financial Institution" means us, when you are the Sender, and means the financial institution that holds the Sender's account, when you are the Receiver.
- e. "Service Participant" means a financial institution that participates in a Faster Payment System.
- f. "Service Transfer" means a payment from a Sender to a Receiver through the Faster Payment Services.
- g. "Service Transfer Amount" means the amount of funds that the Sender directs the Sending Financial Institution to transfer to the Receiver.
- h. "Receiver" means a Person that receives a payment through the Faster Payment Services.
- i. "Receiver Addressing Information" means the name of the Receiver and the Receiver's mobile number, email address, or routing and account number, as applicable.
- j. "Receiving Financial Institution" means us, when you are the Receiver, and the Receiver's financial institution, when you are the Sender.

**5.3** About the Faster Payment Services. The Service enables you to send payments to and receive payments from Persons that bank with Service Participants. In addition, you can use the Faster Payment Services to receive requests for payment from Persons that bank with Service Participants. If approved by Addition Financial, you may also be permitted to use the Faster Payment Services to send requests for payment to Persons that bank with Service Participants.

**5.4** Access to the Faster Payment Services; Modifications to Faster Payment Terms. We may suspend or terminate your access to the Faster Payment Services at any time, including if we determine that you have used the Faster Payment Services in a manner that violates these Faster Payment Terms. In addition, we may discontinue or modify the Faster Payment Services at any time in our sole discretion.

We may modify these Faster Payment Terms from time to time at our sole discretion. Your continued use of the Faster Payment Services (whether by sending a payment or not returning a payment sent to you) constitutes your acceptance of the Faster Payment Terms as modified.

**5.5** Sending and Receiving Funds. You may initiate a Service Transfer by submitting a request (a "Service Transfer Request") through our website, our mobile app, or such other channels as we may make available from time to time. When you submit a Service Transfer Request, you will be required to provide Receiver Addressing Information for the Receiver and the Service Transfer Amount. By submitting a Service Transfer Request, you represent and warrant that the Service Transfer complies with these Faster Payment Terms.

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to deduct the Payment Amount from your account. We may deduct this amount as soon as immediately upon your submission of the Service Transfer Request.

The Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. However, the Faster Payment Services may be unavailable from time to time, including due to scheduled or unscheduled maintenance.

You may not send or receive more than \$50,000.00 through the Faster Payment Services in a single transaction and we may establish a lower single transaction limit for you (the "Per-Transaction Send Limit"). We may also establish limits for total daily, weekly, or monthly transactions (the "Total Transaction Send Limit"). We may block any attempted Service Transfer that we suspect to be fraudulent or that exceeds the Per-Transaction Send Limit or Total Transaction Send Limit. We may adjust the Per-Transaction Send Limit or the Total Transaction Send Limit at any time in our sole discretion. We will notify you of such adjustments.

**5.6 Risks Associated with the Faster Payment Services.** There are risks associated with using the Faster Payment Services. Service Transfers are irrevocable and cannot be reversed. You should only use the Faster Payment Services to make payments to Persons that you know. If you receive a request for payment through the Faster Payment Services, you should verify that the request relates to a payment you were expecting to make to the Person who requested payment. If a request for payment that you receive through the Faster Payment Services does not relate to a payment you were expecting to make to the Person who requested payment, please notify us at 1-800-771-9411. If a Person contacts you outside of the Faster Payment Services and asks for payment, you should verify the identity, legitimacy and contact information of the requestor and the amount of the payment prior to submitting a Service Transfer Request. **If you send payment to an imposter or any Person that you do not know, or you do not verify the identity and legitimacy of persons who contact you and ask for payment, you may lose the full amount of your payment.**

Addition Financial does not provide buyer protection with respect to Service Transfers. That means that you cannot reverse or dispute a Service Transfer on the basis that you are dissatisfied with the goods or services provided by the Receiver; because the Receiver has failed to deliver goods or perform services, whether at all or in a timely manner; or because you wish to return purchased goods or cancel a pre-paid service.

The Service does enable you to request that a Receiver return funds to you, but the Receiver is not obligated to return the funds. This includes circumstances in which the incorrect amount of funds was transferred because you entered the incorrect Service Transfer Amount or funds were sent to someone other than your intended Receiver because you incorrectly entered the Receiver Addressing Information or the Receiver Addressing Information you entered was associated with someone other than your intended Receiver. If you wish to request that a Receiver return funds that you sent through the Faster Payment Services (a "**Return Request**"), please notify us by calling 1-800-771-9411. Our sole obligation is to transmit the Return Request to the Receiving Financial Institution through the Faster Payment Services. Addition Financial cannot guarantee

that funds will be returned in whole or in part and shall have no obligation to make any effort to recover such funds beyond the transmission of the Return Request.

Any dispute between you and a Receiver must be resolved directly between you and the Receiver. **Addition Financial has no responsibility for, and shall not be liable to you in connection with, any dispute between you and a Receiver.**

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to initiate a payment using the Receiver Addressing Information. Based on information available to us, we will provide you the Receiver name associated with the Receiver Addressing Information. **HOWEVER, WE MAKE NO REPRESENTATION THAT THE INFORMATION AVAILABLE TO US IS CORRECT, AND YOU ARE RESPONSIBLE FOR VERIFYING THAT THE RECEIVER ADDRESSING INFORMATION IS ACCURATE AND COMPLETE, THAT SUCH INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER, AND THAT THE AMOUNT OF THE PAYMENT IS CORRECT PRIOR TO SUBMITTING A SERVICE TRANSFER REQUEST. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION TO VERIFY THE ACCURACY OR COMPLETENESS OF THE RECEIVER ADDRESSING INFORMATION OR THAT THE RECEIVER ADDRESSING INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, ADDITION FINANCIAL'S SOLE OBLIGATION SHALL BE TO INITIATE A PAYMENT THROUGH THE SERVICE IN THE SERVICE TRANSFER AMOUNT INDICATED BY YOU USING THE RECEIVER ADDRESSING INFORMATION PROVIDED BY YOU. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, ADDITION FINANCIAL SHALL HAVE NO LIABILITY TO YOU WITH RESPECT TO ANY LOSS THAT YOU EXPERIENCE DUE TO THE INACCURACY OR INCOMPLETENESS OF SUCH RECEIVER ADDRESSING INFORMATION, FRAUD, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH YOUR INTENDED RECEIVER, OR YOUR FAILURE TO CORRECTLY ENTER THE RECEIVER ADDRESSING INFORMATION OR THE SERVICE TRANSFER AMOUNT.**

**5.7** Receiving Payments. You are not obligated to accept a payment that is sent to you through the Faster Payment Services. If you receive either a "Prohibited Payment" (as that term is defined in Section 12, below) or an unexpected payment where you are unable to determine the reason for the payment, you must reject the payment by contacting us at 1-800-771-9411. If you wish to reject a payment sent to you through the Faster Payment Services for any reason, please contact us at 1-800-771-9411. In addition, if you do not wish to receive any payments through the Faster Payment Services, please contact us at 1-800-771-9411.

A Sender may request that you return funds sent through the Faster Payment Services. If we receive a return request, we will contact you.

Incoming payments to you through the Faster Payment Services cannot exceed \$100,000.00 per Service Transfer (the "**Per-Transaction Receive Limit**"). If you are expecting a Service Transfer, it is your responsibility to advise the Sender of the Per-Transaction Receive Limit.

**5.8** Fees. By using the Faster Payment Services, you agree to pay our then-current fees for sending and/or receiving payments through the Faster Payments Services. The fees for the Faster Payments Services may change at any time at Addition Financial's sole discretion. A list of our current service fees may be viewed at [www.AdditionFi.com/feeschedule](http://www.AdditionFi.com/feeschedule).

**5.9** Requests for Payment. You may not use the Faster Payment Services to submit requests for payment unless you have been approved by Addition Financial to do so. If you wish to submit requests for payment through the Faster Payment Services, please contact us at 1-800-771-9411.

If you have been approved to submit requests for payment through the Faster Payment Services, the following terms apply:

- You may only submit requests for payment to Persons who (i) are known to you and (ii) would reasonably expect to receive a request for payment from you.
- By submitting a request for payment, you represent and warrant that the request is not for a Prohibited Payment (as defined below) and is not fraudulent, abusive, or unlawful.
- You acknowledge and agree that Addition Financial does not guarantee that the Sender will send payment in response to or otherwise accept your request for payment.
- Any dispute between you and a Sender must be resolved directly between you and the Sender. **Addition Financial has no responsibility for, and shall not be liable to you in connection with, any dispute between you and a Sender.**
- You acknowledge and agree that Addition Financial may suspend or terminate your ability to submit requests for payment or your access to the Faster Payment Services in the event that Addition Financial reasonably suspects you have failed to comply with these Faster Payment Terms in conjunction with requests for payment.

**5.10** Failed Service Transfers. A Service Transfer may fail if:

- there are insufficient funds available in the Sender's account when the Sender submits the Service Transfer Request;
- the Sending Institution suspects or determines that the Service Transfer does not comply with these Faster Payment Terms or the rules of a Faster Payment System;
- the Receiver rejects the Service Transfer or has declined to receive Service Transfers;
- the Service Transfer Request exceeds the Sender's Per-Transaction Send Limit or Total Transaction Send Limit;
- the Receiver's account at the Receiving Institution is closed, invalid, ineligible to receive Service Transfers, or being monitored for suspected fraudulent or other illegal activity;
- the Sender's account at the Sending Institution is being monitored for suspected fraudulent or other illegal activity;
- the Sending Institution or Receiving Institution otherwise declines to process the Service Transfer for risk-management, legal, or regulatory reasons; or
- the Faster Payment Services are unavailable.

In addition, completion of a Service Transfer may be delayed if the Service Transfer is subject to review by the Sending Institution or Receiving Institution for fraud, regulatory or compliance purposes. Service Transfer Requests are typically completed within 60 seconds of transmission of the Service Transfer Request by the Sender, unless the Service Transfer fails or is delayed as described above.

If you are the Sender, we will notify you if a Service Transfer fails. If you are the Receiver, we will not communicate to you that the Service Transfer has failed. If you have not received a Service Transfer that you were expecting, you must contact the Sender.

**5.11 Availability of Funds.** Funds transferred through the Faster Payment Services will be credited to the Receiver's account by the Receiving Institution immediately upon completion of the Service Transfer Request, and will be available for withdrawal by the Receiver immediately. Funds are available immediately 24 hours per day, 7 days per week, including weekends and state and federal holidays.

**5.12 Prohibited Payments.** You agree that you shall not use the Faster Payment Services to make or receive any of the following types of payments (each, a "Prohibited Payment"): (i) payments that violate or appear to violate any local, state, or federal law or regulation, including all regulations of the Office of Foreign Assets Control; (ii) payments to accounts domiciled outside the United States; (iii) payments related to any cannabis or marijuana-related products; (iv) payments related to gambling or sweepstakes, whether made by a contestant, participant, or operator; (v) payments made or appearing to be made to or from a "Money Services Business," as that term is defined by either the IRS or FinCEN; (vi) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a "Test Payment"); provided, that you may conduct a Test Payment if you have a bona fide need to do so in order to determine the validity of Receiver Addressing Information provided to you by a Receiver that wishes to receive a payment from you.

You acknowledge that you are permitted to use the Faster Payment Services solely for the purpose of making payments from or receiving payments to your account consistent with the terms of use of the account set forth herein, and that to the extent you are sending or receiving a payment through the Faster Payment Services for another person, such other person must be a resident of or domiciled in the United States of America. You acknowledge that any payment that violates the foregoing restrictions is a Prohibited Payment.

**5.13 Transaction Errors; Unauthorized Transactions; Lost or Stolen Credentials.** The terms of Sections 5.12 and 5.13 apply to you in conjunction with the use of the Faster Payment Services. If you believe that an erroneous or unauthorized payment has been made through the Faster Payment Services using your account or that your account credentials have been lost, stolen, or otherwise compromised, please contact us immediately at 1-800-771-9411.

**5.14 Limitation of Liability.** BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE FASTER PAYMENT SERVICE IS OFFERED ON AN AS-IS, WHERE-IS BASIS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ADDITION FINANCIAL DISCLAIMS, TO THE MAXIMUM AMOUNT PERMITTED BY LAW, ALL WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ADDITION FINANCIAL DOES NOT GUARANTEE THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. EXCEPT AS REQUIRED BY LAW, INCLUDING AS SET FORTH IN SECTIONS 12 AND 13, OR OTHERWISE PROVIDED HEREIN, ADDITION FINANCIAL'S LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF YOUR USE OF THE SERVICE SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR \$500. WITHOUT LIMITING THE

FOREGOING, ADDITION FINANCIAL SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGE.

## **6. Remote Deposit Capture Services.**

**6.1. Eligibility.** If you have been approved by Addition Financial to use the remote deposit capture services (“RDCS”), the following terms and conditions are applicable to your use of RDCS. You acknowledge that e-mail and/or messages displayed on your mobile device will be the primary means of communication for RDCS. You are responsible for maintaining a current e-mail address and mobile number and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your account to confirm it reflects recent activity.

**6.2. Remote Deposit Capture Services Generally.** RDCS allows you to make deposits to your accounts from home or other remote locations by taking photos of the front and back of original checks and transmitting these digital images (“Images”) and associated deposit information to us or our Vendor with your mobile device. In order to use RDCS, you must be designated as an account owner, authorized signatory, or Authorized User that is eligible to use RDCS.

**6.3. Remote Deposit Capture Services Restrictions.** You may only use the RDCS within the United States. We may establish per-transaction and daily and monthly limits on the dollar amounts and/or number of check Images or remote deposits. The daily and monthly limits are over Business Days and calculated based on your total RDCS activity across all of the accounts that you use with this service. If you attempt to use RDCS in excess of these limits, we may reject your remote deposit and you may deposit the check(s) in using the other methods made available by Addition Financial (such as making the deposit at a branch, ATM, or by mail). If we permit you to make remote deposits in excess of these limits, such remote deposits will still be subject to the terms of this Agreement, and we will not be obligated to allow such a remote deposit at other times. Your dollar deposit limit may be requested from Addition Financial at any time. Addition Financial reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.

**6.4. Provisional Credit.** Upon acceptance of the remote deposit, Addition Financial shall grant your account Provisional Credit (as that term is defined below) for the total amount of the remote deposit or the accepted remote deposit, as applicable. “Provisional Credit” means that when we post transactions to your account, the credit is made to your account subject to final payment of the checks and subject to the terms of this Agreement and the Terms and Conditions of Your Account. For the purpose of determining availability of funds, Addition Financial may hold funds for the period of time permitted by Addition Financial's Terms and Conditions of Your Account disclosure. Remote deposit funds are generally available the next Business Day after the Business Day of your deposit, unless a hold is placed. If a hold is placed, you will be notified.

**6.5. Compliance with Applicable Laws.** You hereby agree that you will only scan and deposit a “check” as that term is defined in Federal Reserve Board Regulation CC (“Reg CC”), NACHA



rules, and Check 21 laws and regulations. You agree that the image of the check that is transmitted to Addition Financial (each a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You further agree that you will not use RDCS to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are prohibited by Addition Financial's then current Terms and Conditions of Your Account or are in violation of any law, rule or regulation, (c) you know or suspect, or should reasonably know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (d) have not been previously endorsed by a financial institution and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Addition Financial's prior express written consent, (e) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (f) are not acceptable to Addition Financial for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (g) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Addition Financial for, and hold Addition Financial harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Addition Financial may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Addition Financial's express written consent to do so, you provide Addition Financial with an electronic representation of a substitute check for deposit into an account instead of an original Check, you agree to indemnify and reimburse Addition Financial for, and hold Addition Financial harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Addition Financial incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

**6.6. Image Requirements.** Each photograph must provide all information on the front and back of the original Check (collectively referred to herein as an "Image") at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying financial institution that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

**6.7. Endorsements.** Prior to electronically delivering the original check, I will endorse the back of the original check. My endorsement will include my signature and the following information: the words, "For Remote deposit Only AFCU" and your correct "Account Number"

**6.8. Your Liability.** You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.

**6.9. Timing of Remote deposit.** All images processed for deposit through RDCS will be treated as “deposits” under your current account agreement with us and will be subject to all terms of the Important Account Information for Our Members, including the Terms and Conditions of Your Account (which can be accessed here: <https://www.additionfi.com/disclosures>). To be eligible for processing on the day transmitted, remote deposits must be received and accepted by Addition Financial on or before a cut-off time established by Addition Financial from time to time (the “Cut-Off Time”) on a Business Day that Addition Financial is open. A remote deposit that is received after the cut-off time shall be deemed to have been received on the Business Day following the Business Day on which the remote deposit is actually received by Addition Financial. When we receive an image, we will confirm that you have submitted the image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of “pending” does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted image has been credited to your Account. You agree that Addition Financial has no obligation to accept a remote deposit and, therefore, we reserve the right to reject any remote deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. If your submission is rejected, you will receive a notification of such rejection from Addition Financial. It is your responsibility to check notifications from Addition Financial for any rejected submissions and contact Addition Financial to address the reason for such rejection. You acknowledge and agree that Addition Financial shall have no liability to you for failing to provide notice of rejection of a remote deposit. You agree that you shall be solely liable for, and Addition Financial shall not have any liability whatsoever to you for, any remote deposit or the Images or other information contained therein that are not received by Addition Financial. You also agree to be liable for mobile deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

**6.10. Original Checks.** After you have received confirmation that your remote deposit has been accepted for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of ten (10) calendar days from the date of the Image transmission (such period the “Retention Period”). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper-based Item being un-processable and all sensitive personal and financial information undecipherable. You hereby indemnify Addition Financial for, and hold Addition Financial harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to Addition Financial upon request.

**6.11. Alternatives to Remote deposit.** You agree that, in the event you are not able to capture, process, produce or transmit a remote deposit to Addition Financial, or otherwise comply with

the terms hereof, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Addition Financial until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Addition Financial shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use RDCS. The deposit of original Checks through these other methods shall be governed by the Important Account Information for Our Members, including the Terms and Conditions of Your Account, and not by the terms of this Agreement.

**6.12. Dishonored or Returned Images of Checks.** If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee or drawer's financial institution, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed it in accordance with the Original Check provisions in this agreement, the original Check will not be returned, and Addition Financial may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Addition Financial, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

**6.13. Limitations on Frequency and Dollar Amount.** You understand and agree that, due to security concerns, Addition Financial has instituted reasonable limitations on the frequency and dollar amounts of remote deposits and that you cannot exceed these limitations. These limitations are instituted at the sole discretion of Addition Financial and may be changed at any time by Addition Financial as security concerns dictate. You may contact Addition Financial during any Business Day to learn the limitations applicable to RDCS.

**6.14. Right to Reject Deposit.** You acknowledge that Addition Financial may limit or reject any RDCS deposit where Addition Financial suspects that fraud may be involved or that the payment may not be honored by the payee's financial institution.

**6.15. Unacceptable Deposits.** I understand and agree that I am not permitted to deposit the following items using RDCS:

- Checks or items payable to any person or entity other than you.
- Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an Authorized User, authorized signer, or joint account holder.
- Checks or items that were previously converted to substitute or remotely created checks, as defined Reg. CC
- Checks or items that are stamped with a "non-negotiable" watermark.
- Checks or items that contain evidence of alteration.
- Checks or items issued on a financial institution in a foreign country.
- Checks or items that are incomplete.
- Checks or items that are "stale dated" (more than six months from its date) or "post dated" (dated in the future).

- Any third-party checks or items (i.e., any item that is made payable to another party and then endorsed to you by such party).
- Checks or items purported to be a lottery or prize winning.
- Checks or items previously submitted for deposit.
- Checks or items that constitute a Savings Bond (E, EE, HH, etc.)

**6.16. Your Warranties.** You make the following warranties and representations with respect to each Image:

- Checks Deposited. You shall only deposit Checks that are authorized by this Agreement, the Important Account Information for Our Members, including the Terms and Conditions of Your Account, or your deposit agreement;
- Image Quality. Each Image transmitted by you to Addition Financial contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
- Accuracy. All data and other information submitted by you to Addition Financial, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement. You further represent that each Image transmitted by you is a true and accurate rendition of the front and back of the Check(s), without any alteration or additions except as specified in this Agreement, and the drawer of the Check(s) has no defense against payment of the check(s).
- No Insolvency. With respect to each Check, I have no knowledge of any insolvency proceeding commenced with respect to me or the drawer.
- No Duplicates. You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or file to Addition Financial, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Addition Financial, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- No Loss. No subsequent transferees of the Item(s), including but not limited to Addition Financial, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- Information. All information provided by you to Addition Financial is true, complete and accurate;
- Authority and Legality. (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;
- No Litigation. There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
- Transactions. All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.

- Rule Compliance. You submit Images in compliance with this Agreement, the Procedures, applicable law and the Rules.

## **7. Debit and Credit Card Alerts and Controls Agreement.**

**7.1. General.** If you are enrolled in the Debit and Credit Card Alerts and Controls (“CAC”) Service and you have been approved by Addition Financial to use CAC, the following terms and conditions are applicable to your use of CAC. The CAC are one of the Services offered by Addition Financial. This CAC agreement (“CAC Agreement”) is between you and us and governs your use of the optional CAC Service. If you do not agree to any of the terms or conditions in the Agreement or the CAC Agreement, do not download, log in to, or use CAC. Access to the Service via your mobile device is powered by the proprietary mobile technology solution owned by the Vendor providing the CAC Services (the “Licensor”). Licensor is an intended third party beneficiary of this CAC Agreement. Although Licensor and Addition Financial have taken all reasonable care to ensure that the information provided through the CAC Service is accurate, Licensor and Addition Financial give no warranties of any kind, express or implied, with regard to the accuracy, timeliness or completeness of such information.

**7.2. Availability.** Licensor and Addition Financial may for any valid reason, alter the contents of, suspend, or terminate access to the CAC Service. Licensor and Addition Financial will take reasonable care to ensure that all information available through the CAC Service is accurate and up to date. However, no representations or warranties are given as to the reliability, accuracy and completeness of such information, and you agree that Licensor and Addition Financial shall not be liable to you or any third party for any losses of or arising from the CAC Service.

**7.3. Ownership.** You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the CAC Service made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist. You may not use the Service unless you have first accepted the terms of this CAC Agreement.

**7.4. License.** Subject to your agreement to abide by the terms and conditions of the Agreement and this CAC Agreement, and upon Addition Financial's approval of your use of the CAC Service, you are hereby granted a personal, nonexclusive, nontransferable license to use the CAC Service (in machine readable object code form only) for the sole purpose of enabling you to use and enjoy the benefits of the CAC Service. This is not a sale of the CAC Service. All rights not expressly granted to you by this CAC Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the CAC Service. This license may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the CAC Service in your possession or control.

**7.5. Restrictions.** You shall not: (i) modify, revise or create any derivative works of the CAC Service; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the CAC Service; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the

CAC Service; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the CAC Service, including, but not limited to, any trademark, logo or copyright.

**7.6. Updates.** The terms of this CAC Agreement will govern any updates that replace and/or supplement the original CAC Service, unless such update is accompanied by a separate license, in which case the terms of that license will govern.

**7.7. Consent to Use of Data.** You agree that the Licensor and Addition Financial may collect and use technical data and related information, including but not limited to technical information about your device, system, operating software and version, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other information (if any) related to the Services. Licensor and Addition Financial may use this information to improve its products, provide the CAC Service and technologies, CAS Service support, billing and reporting purposes.

**7.8. DISCLAIMER OF WARRANTY.** THE CAC SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE CAC SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES, OR THAT OPERATION OF THE CAC SERVICE WILL BE UNINTERRUPTED. NO WARRANTY IS PROVIDED THAT THE CAC SERVICE WILL NOTIFY YOU OF OR HALT FRAUDULENT ACTIVITY THAT MAY OCCUR TO YOUR ACCOUNT. YOUR USE OF THE CAC SERVICE AND ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED VIA THE CAC SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**7.9. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR OR ITS AFFILIATES OR ADDITION FINANCIAL OR ITS VENDORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE CAC SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S AND ADDITION FINANCIAL'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE CAC SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**7.10. Limitations of the CAC Service.** The CAC Service may provide additional protection for the security of your account(s). However, you understand that the most important safeguard for your account(s) is your diligent review of any activity occurring to your account(s). You understand that the CAC Service may not warn you of all instances of fraud that may occur to your account(s). You understand and agree not to hold Addition Financial liable if your account(s) is/are the subject of fraudulent activity not detected by the CAC Service.

The availability, timeliness and proper functioning of the CAC Service's fraud alerts depend on many factors, including your wireless access devices, wireless network availability, wireless signal strength, and the proper functioning and configuration of your hardware and software. As a result, your receipt of fraud alerts may be delayed or prevented by factors affecting your internet service provider, phone operator, and/or other entities outside of our control. As such, we guarantee neither the delivery nor the accuracy of the contents of any fraud alerts. We will not be liable for losses or damages arising from: a) non-delivery, delayed delivery, or wrong delivery of any fraud alerts; b) inaccurate content in any fraud alerts; or c) your use or reliance on the contents of any fraud alerts for any purposes. You acknowledge that urgent fraud alerts may not be timely received by you and that neither your wireless carrier nor we guarantee that the notifications will be delivered.

Fraud alerts delivered via text/SMS messaging may not be received by you while your wireless access device is located outside of the U.S. Neither we nor any of our service providers warrants that the fraud alerts will operate without interruption, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability of the fraud alerts, including service interruptions, delays or loss of personalized Service settings. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any computer, tablet, mobile phone, or other wireless device or network that you utilize to access the fraud alerts.

**7.11. Fraud Alert Notification.** Once you receive a notification of potential fraud, you should reply by following the instructions on the message. We reserve the right to reject transactions and/or block all access to your account(s) if fraud is suspected to have occurred to your account(s) or you fail to respond to instructions in a fraud alert. You understand and agree that the CAC Service may not discover all instances of fraud.

**7.12. Card Locks and Spending Limits.** The CAC Service may allow you to implement card locks and spending limits, which may temporarily suspend your use of the card according to certain parameters you agree to. You understand that you are responsible for any consequences resulting from your use of card locks and/or spending limits. You understand that transactions, including recurring transactions, may be denied due to your use of card locks and/or spending limits and you accept responsibility for any transaction denials caused by your use of card locks and/or spending limits.

**7.13. Export, Local Legal Restrictions.** You may not use or otherwise export or re-export the CAC Service except as authorized by United States laws and the laws of the local state or jurisdiction where the CAC Service is used. In particular, but without limitation, the CAC Service may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the CAC Service, you represent and warrant that you are not located in any such country or on any such list.

**7.14. Local Legal Restrictions.** This CAC Service is not intended for distribution to, or use by, any person in any country where such distribution or use would be contrary to local law or regulation. The CAC Service is not available to residents in any country where the use of such

Service would be contrary to local law or regulation. It is your responsibility to inform yourself about and observe any relevant local restrictions.

**7.15. Copyright and Trademarks.** The contents of material available through the CAC Service are copyrighted by Licensor and Addition Financial unless otherwise indicated. Copyright is not claimed as to any part of original work prepared by a U.S. or state government officer or employee as part of that person's official duties. All rights are reserved by Licensor and Addition Financial and content may not be reproduced, downloaded, disseminated, published or transferred in any form by any means, except with the prior written permission of Licensor and Addition Financial. Copyright infringement is a violation of federal law subject to criminal and civil penalties.

**7.16. Mobile Messages.** Messages sent over mobile devices cannot be guaranteed to be completely secure as they are subject to possible interception or loss or possible alteration. Licensor and Addition Financial are not responsible for them and will not be liable to you or anyone else for any damages or otherwise in connection with any message sent by you to Addition Financial or any message sent by Addition Financial to you through the CAC Service. Fraud alerts may include your personal information and other information related to your account(s). You assume all responsibility for the secure receipt of the fraud alerts and acknowledge that fraud alerts are not encrypted or sent through secure channels and may be intercepted or read by others.

**7.17. Your Information.** By submitting your personal information to us through this CAC Service, you specifically confirm that you have read, understood and agreed to Licensor and Addition Financial obtaining, processing, and disclosing personal and financial information relating to you solely for the purposes detailed in accordance with Addition Financial's Privacy Policy and in this CAC Agreement. You are responsible to input accurate information to set up the fraud alerts. You should continue to review standard communications you receive from us concerning your accounts. Communications in fraud alerts do not include information contained in other communications from us, including your monthly statements. It is your responsibility to notify us and/or update your fraud alert profile with changes to your mailing address, email address, telephone number, and/or the number(s) for your mobile phone(s) or other wireless access device(s).

**7.18. Loss or Theft of Phone and/or Other Wireless Access Device.** You agree to terminate the fraud alerts or disable your requested wireless access from the fraud alerts service immediately in the event you're the device you use to receive fraud alerts becomes lost or stolen or is no longer in use by you.

**7.19. No Text/SMS Messaging Communication Requesting Sensitive Information.** You acknowledge that you will never receive a text/SMS message from us that asks you to send us any sensitive personal or financial information such as your social security number or your account number. If you ever receive such a request for sensitive personal or financial information, do not respond to the message and call us at (800) 771-9411 to report the incident.



**7.20. Acceptance of Charges for Text/SMS Messaging.** You understand that you are responsible for any and all service fees, rates, and/or other charges incurred by you to send and receive messages through your mobile device, including, but not limited to, fees associated with text/SMS messaging and data usage that may be imposed by your communications service provider.

**7.21. Miscellaneous.** This CAC Agreement constitutes the entire agreement between you and Addition Financial concerning the subject matter hereof. This CAC Agreement will be governed by and construed in accordance with the laws of the state of Florida, excluding that body of laws pertaining to conflict of laws. All parties agree that any disputes shall be litigated in the appropriate state or federal court(s) located in Orange County, Florida and both parties waive any objections to this venue. If any provision of this CAC Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this CAC Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this CAC Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

## **8. Limitations of the Services.**

Your use of these Services is subject to the following general limitations:

**8.1. Dollar Amount.** There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

**8.2. Frequency.** In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

**8.3. Foreign Transactions.** No payments may be made to payees outside the United States, unless the member has been specifically approved by Addition Financial.

**8.4. Additional Limitations.** Additional limitations may be contained in this agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with Addition Financial or by applicable law.

**8.5. Prohibited Transactions.** You agree not to use or attempt to use the Services: (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this

Agreement. Further, you shall not use the Services to conduct transactions related to any “Excluded Activities.” The Excluded Activities are: (a) predatory cash advance/check cashers/payday loan business; (b) bank drafts, remotely created checks or electronically created payment orders; (c) international ACH transactions - a payment where the ultimate originator or ultimate beneficiary is located in another country; (d) government grant or will-writing kits; (f) internet tobacco or firearms sales; (g) predatory consumer lending business; (h) pornography or other sexually-oriented businesses; (i) psychic or horoscope consultation services; (j) sweepstakes; (k) shell banks; (l) used car dealerships exporting cars; (m) foreign businesses importing cars; (n) title loan businesses; (o) embassy/foreign consulate/foreign mission accounts; and (p) cannabis related businesses. You acknowledge and agree that Addition Financial has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Addition Financial reserves the right to decline to execute any transaction or activity that Addition Financial believes violates the terms of this Agreement.

## **9. Consent to Receive Electronic Communications (Electronic Communications Agreement).**

**9.1. Your Legal Rights.** Certain laws and regulations require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your account, any other person you authorize to use your account, and any of the Services, subject to applicable law. Since your account is provided online and uses electronic means to deliver some of this information, you must consent to receive electronic communications to use the same. At times, we may still send you paper communications, but as a basic proposition we need to know that you are willing to receive communications electronically that we may otherwise be required to provide on paper and that you have the hardware and software needed to access to this information and that you are holding us harmless from providing same.

**9.2. Types of Electronic Communications You Will Receive.** You understand and agree that we may provide to you in electronic format only, by posting the information on the website where you access your account, through e-mail (if applicable and if you have provided a valid e-mail address), via text/SMS messaging, directly within Digital Banking or through other electronic means, agreements, disclosures, notices, and other information and communications regarding your account, the use of our websites or our Services, your relationship with us, and/or other account, programs, products or services that are or may be in the future made available to you (collectively, “Electronic Communications”).

**9.3. Setting Your Electronic Communications Preferences.** By agreeing to receive Electronic Communications, you are not changing your current preference for receiving statements via paper or electronic format. After you consent to receive Electronic Communications, you will still be able to set your preference to receive certain Electronic Communications in (1) electronic format only; or (2) paper format only. Setting your Electronic Communications preferences may not be available for all products, accounts or services.

**9.4. Types of Communications You Will Receive in Paper.** This Section does not apply to any communications we choose, in our sole discretion, to deliver in paper form rather than electronic form. Such communications shall be mailed to the primary address for you in our records or otherwise delivered as required by law or the governing agreement. Applicable law or contractual arrangements sometimes require you to give us “written” notices. You must still provide these notices to us on paper. Your consent here does not relate to those notices.

**9.5. E-Mail Communication.** In certain circumstances, some Electronic Communications may be provided by e-mail. You are responsible for providing us with a valid e-mail address to accept delivery of Electronic Communications. At our option, we may also post the emailed Electronic Communications within our websites. In this situation, you agree that once we email the Electronic Communications to you and post them within our websites, that we have delivered the Electronic Communications to you in a form that you can retain.

**9.6. Withdrawing Your Consent to this Electronic Communications Agreement.** Subject to applicable law, you may withdraw your consent to this Electronic Communications Agreement by calling (800) 771-9411 or in Orlando at (407) 896-9411, or in writing to Addition Financial, Attn: Contact Center, 1000 Primera Blvd., Lake Mary, FL 32746 with your name and mailing address. To cancel text/SMS messaging, you may reply “STOP” to any Addition Financial text/SMS message. In response to your STOP message, you agree and consent that we or a third party acting on our behalf may send you a message confirming that you have elected to cancel. For Digital Banking, if you withdraw your consent to this Electronic Communications Agreement we will stop providing you with communications electronically and we will terminate your access to the Services. Your withdrawal of consent is effective only after you have communicated your withdrawal to us. Your consent shall remain in force until withdrawn in the manner provided in this section. Remember that you can always set your communications preferences as described above without withdrawing your consent to this Electronic Communications Agreement.

**9.7. No Text/SMS Messaging Communication Requesting Sensitive Information.** You acknowledge that you will never receive a text/SMS message from us that asks you to send us any sensitive personal or financial information such as your social security number or your account number. If you ever receive such a request for sensitive personal or financial information, do not respond to the message and call us at (800) 771-9411 to report the incident.

**9.8. Responsibility for Text/SMS Messaging Fees.** You understand that you are responsible for any and all service fees, rates, and/or other charges incurred by you to send and receive Electronic Communications, including, but not limited to, fees associated with text/SMS messaging and data usage that may imposed by your communications service provider.**10. General Legal Provisions.**

**10.1. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.** YOU AGREE THAT ADDITION FINANCIAL SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, ADDITION FINANCIAL OR

ADDITION FINANCIAL'S VENDOR(S) HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT ALLOWED BY LAW, ADDITION FINANCIAL'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM ADDITION FINANCIAL'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL ADDITION FINANCIAL BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY ADDITION FINANCIAL DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY ADDITION FINANCIAL ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ADDITION FINANCIAL MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY ADDITION FINANCIAL EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

ADDITION FINANCIAL MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY ACCESS DEVICE HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR ACCESS DEVICE SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF ADDITION FINANCIAL'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ADDITION FINANCIAL SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR ACCESS DEVICE HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY ACCESS DEVICE SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY ADDITION FINANCIAL TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO ADDITION FINANCIAL OR FROM ADDITION FINANCIAL TO YOU. ADDITION FINANCIAL SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR ACCESS DEVICE HARDWARE OR SOFTWARE.

**10.2. Force Majeure.** Addition Financial shall not be responsible for any liability, loss, or damage resulting from Addition Financial's failure to perform any service or to perform any other obligations under this agreement which failure is caused by an act of God; fire; floods; adverse weather or atmospheric conditions or other catastrophes; war; sabotage; riots; acts of a public enemy, or acts of governmental authority: labor disputes or other labor difficulties; equipment or device failure or destruction: the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond Addition Financial's control.

**10.3. Reimbursement.** Any reimbursement by Addition Financial for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

**10.4. Indemnification.** In addition to other indemnification and liability provisions contained elsewhere in this agreement, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Addition Financial and their employees, agents, and Vendors from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Addition Financial arising out of your: a) breach of this Agreement; b) failure to report suspected fraud; c) failure to report required changes; d) transmission of incorrect data; e) failure to maintain compliance with all laws, regulations and rules; or f) otherwise negligent behavior. Except for those losses caused directly by Addition Financial's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Addition Financial, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to: (i) any Services you access in connection with this Agreement, (ii) and Addition Financial's action or inaction in accordance with or reliance upon any instructions or information received from you or any person reasonably believed by Addition Financial to be an Authorized User or other authorized representative of you.

## **11. Arbitration and Waiver of Jury Trial.**

**11.1. Agreement to Arbitrate.** You and we agree that both parties shall attempt to informally settle any and all disputes arising out of, affecting, or relating to the Services, your accounts, and/or any of the other products or services we have provided, will provide or have offered to provide to you, and/or any aspect of your relationship with us (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any branch upon request. Either you or we may elect to resolve a particular Claim through

arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS OR COUNTY COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS OR COUNTY COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims or county court, as both parties acknowledge that small claims and county court may be more efficient means of resolving disputes involving low dollar values.

**11.2. Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

**11.3. Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. Addition Financial shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. Conversely, if Addition Financial prevails, then you will not be required to pay its attorneys' fees and costs. Nothing contained in this Arbitration Agreement shall prevent either you or Addition Financial from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment, or any other pre-judgment remedies. For more details or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

**11.4. Enforceability.** Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without

limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

**11.5. CLASS ACTION WAIVER.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO HAVE AN ACCOUNT AT ADDITION FINANCIAL CREDIT UNION, YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

**11.6. Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

**11.7. Survivability.** This agreement to arbitrate disputes will survive the closing of your account and the termination of this Agreement.

**11.8. Governing Law.** These terms and conditions of this agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions and without regard to your state of residence.

**11.9. Enforcement.** The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

**11.10. Compliance with Laws, Rules, and Regulations.** You agree to comply with all existing and future instructions used by Addition Financial for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the NCUA, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which Addition Financial is a member or to which rules Addition Financial has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

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