



Liberty FEDERAL CREDIT UNION

DIGITAL BANKING AGREEMENT AND DISCLOSURE

This Digital Banking Agreement and Disclosure ("Agreement") describes Your rights and obligations as a user of the Digital Banking Services ("Services"). It also describes the rights and obligations of Liberty Federal Credit Union. Please read this Agreement carefully. By requesting and using one of these Services, You agree to comply with the terms and conditions of this Agreement.

I. Definitions

The following definitions apply in this Agreement:

- A. "Account" means the account from which You will have access through the Digital Banking Services;
- B. "Authorized Representative" refers to a person granted business Account access or transaction authority by a business Account owner.
- C. "Card" refers to Your LFCU debit card.
- D. "Device" means Your personal computer, mobile phone, tablet, and any other device used which enables You, with the Internet browser and ISP, to access Your Account;
- E. "Effective Date" refers to the date You enroll in the Services;
- F. "LFCU," "We," or "Us" refers to Liberty Federal Credit Union which offers the Services and which holds the Accounts accessed by the Services;
- G. "ISP" refers to Your Internet Service Provider;
- H. "Linked Accounts" references the Accounts available for access either by viewing or transacting in the Services;
- I. "Password" is the member-generated code selected by You for use during the initial sign-on, or the codes You select after the initial sign-on, that establishes Your connection to the Service;
- J. "Services" refers to all services provided within the digital banking platform including, but not limited to the following:
 - "Check Image" allows You to click on a check number to view the front and back image of the cleared check.
 - "Check Order" enables You to reorder personal checks online;
 - "Digital Banking" is the Internet-based service providing access to Your LFCU Account(s);
 - "Electronic Tax Documents" is a service that permits You to view and download electronic copies of your LFCU tax documents within the LFCU Digital Banking platform.
 - "eStatements" provides periodic statements electronically through Digital Banking;
 - "Money Management" is an online budgeting tool that can help You track Your spending and set goals;
 - "Payment Center" includes the External Transfers and Pay a Person services.
 - "Purchase Rewards Offers" refers to the "Purchase Rewards" product, which enables You to earn cash-back offers on purchases made with Your Card;
 - "Remote Deposit" allows You to deposit a check via a smart phone, tablet, or computer with a scanner;
 - "Shared Access" enables You to delegate Digital Banking Account access to others without sharing login credentials;
 - "TurboTax" is a service that allows You to complete Your tax returns from Digital Banking;
- K. "Third Party Websites" are the websites offered by third parties;

- L. "Third Party Services" are those Services, products, offers, and promotions provided in connection with Your use of Purchase Rewards or any other Services provided in connection with the product.
- M. "Time of Day" references are in Central Time;
- N. "User Name" is the LFCU-generated identification code assigned to You for Your connection to the Service;
- O. "You" or "Your" refers to the owner of the Account or an Authorized Representative;

II. Access to Services

LFCU will provide instructions on how to use the Digital Banking Services. You will gain access to Your Accounts through the use of Your Device, ISP, Password and User Name. You may access Your Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software. LFCU is not liable for any consequences or failures of access or transfers during any periods of time the Services are unavailable. LFCU can revoke Your access to any Services at our sole discretion without prior notice to You.

III. Schedule of Fees

LFCU offers the benefits and convenience of the Digital Banking Service to You free unless otherwise noted. Fees for all credit union services can be found in LFCU's fee schedule at www.libertyfcu.org/fees.

IV. Use of Your Security Password

You are responsible for keeping Your Password and Account information confidential. Do not allow Your browser to save Your User Name and Password. In order to protect yourself against fraud, You should adhere to the following guidelines:

- Do not give out Your Account information, Password, User Name, or one-time passcode;
- Do not leave Your Device unattended while You are in LFCU's Online Banking website;
- Never leave Your Account information within range of others; and
- Do not send privileged Account information (Account number, Password, etc.) in any public or general e-mail system.

By agreeing to the Digital Banking Agreement and Disclosure, You agree to be solely responsible for the confidentiality and use of Your Password, as well as for any communications entered on Digital Banking using Your Password.

As a condition of use, You must tell us AT ONCE if You believe Your User Name, Password, or multi-factor authentication has been lost or stolen. You may contact us at 1-800-800-9271 or (812) 477 9271 between the hours of 8:30 a.m. to 5:00 p.m., Monday through Thursday; between the hours of 8:30 a.m. to 6:00 p.m., Friday; and between the hours of 8:30 a.m. to 12:00 p.m. on Saturday. Or, You may email us at: onlinebankingteam@libertyfcu.org. Telephoning LFCU is the best way of minimizing Your losses and liability. LFCU reserves the right to reset any Passwords that may have been lost or stolen.

If You believe Your Password has been lost or stolen, please use the Password change feature within the Digital Banking platform's My Profile and security contacts section. You may change Your Username, Password, security contacts (phone numbers and email address) Account nickname, and other User Options on the Digital Banking website.

V. Electronic Mail (Email)

If You send LFCU an email message, LFCU will be deemed to have received it on the following business day. You should not rely on email if You need to report an unauthorized transaction from one of Your Accounts or if You need to stop a payment that is scheduled to occur.

- **NOTE:** Email transmissions outside of the Digital Banking site are not secure. We advise You not to send Us or ask for sensitive information such as Account numbers, Password, Account information, etc. via any general or public email system. If You wish to contact us electronically, please use the Contact Us menu provided in our Digital Banking sites. Use this secure form to email LFCU regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the LFCU regarding other concerns of a confidential nature.

VI. Banking Transactions with Digital Banking

- A. **Account Access.** You may access Your Accounts online. In some cases, multiple Accounts may be linked and accessed by each owner of the Account. LFCU may restrict Digital Banking access to Account owners.
- B. **Transfer of Funds.** In addition to viewing Account information, You may use Digital Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to

make loan payments. However, if a Scheduled Transfer is set up to occur on the same business day after 1:00 p.m. CT, the transfer will not be processed until the next day at 1:00 p.m CT.

NOTE: Because regulations permit LFCU to limit preauthorized transfers (including Digital Banking transfers), the following limitations apply:

- **Share Accounts.** During any month, You may not make more than six withdrawals or transfers to another credit union Account of Yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or similar order to a third party. If You exceed the transfer limitations set forth above, a fee may be charged per presentment, including a return ACH fee, and Your Account will be subject to closure by the credit union.
- C. **Additional Services.** Several services are available for Digital Banking including those outlined in the definitions in Section I. Select services require an additional agreement to be accepted before enrolling for those services. By accepting this agreement You may allow LFCU to enroll You in select electronic services offered by LFCU through Your verbal request (although You may request to enroll online). New services may be introduced for Digital Banking from time to time. By using these Services when they become available, You agree to be bound by the rules that will be made available to You concerning these Services.
- D. **Balances.** There are two balances shown in Digital Banking. Your current balance reflects transactions that have “posted” to Your Account but it does not include transactions that have been authorized and are pending. This may also be referred to as Your “new” or “ending” balance. Your available balance is the amount of money in Your Account that is available to You without incurring an NSF, overdraft, or courtesy pay fee. Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that We have authorized but that have not yet posted to Your Account.

VII. Payment Center. See Payment Center Terms and Conditions document for the terms and conditions of Transfer Money and Pay a Person services.

VIII. Bill Payment Services

- A. **Description of Service.** The Bill Payment Service permits You to use Your Device to direct payments from Your designated online Bill Payment Account to third parties You wish to pay. Your Bill Payment Account must be a Checking Account. Through the Bill Payment Service, You can pay bills from your Bill Payment Account to businesses or individuals. All payments You make will be deducted from the Checking Account that You select when paying your bill through the Bill Payment Service. Any payments You wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, tax payments, or court ordered payments. Payments for these payees will be Your sole responsibility if delayed or improperly processed or credited. In general, if the payment is sent electronically, the money for the payment is withdrawn from Your payment Account on the send date You select. If the company or person cannot receive electronic payments, Bill Payment Service prints a check and sends it to the billing address. For check payments, the money is withdrawn when the company or person deposits (or cashes) the check, which may be earlier or later than the payment deliver date You select. LFCU does not determine the payee’s accepted payment methods or date of deposit.
- B. **Scheduling Payments.** Funds must be available in Your Bill Payment Account on the scheduled send date. If the date You schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in Your Bill Payment Account the prior business day (e.g. Monday). After funds are withdrawn from Your Bill Payment Account to make a payment, the Bill Payment Service may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. You may choose to schedule payments to recur in the same amount at regular intervals.

You agree to allow at least four (4) to ten (10) business days 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 the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to four (4) business days to reach the payee. However, if the company or person that You are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to ten (10) business days or longer. If You do not follow these time frames, You will be fully responsible for all late fees, finance charges or other actions taken by the payee. If You schedule Your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner,

LFCU will work with the payee on Your behalf to reverse any late fees or charges.

C. No Duty to Monitor Payments. LFCU is only responsible for exercising ordinary care in processing and sending payments upon Your authorization in accordance with this Agreement. LFCU will not be liable in any way for damages You incur for any of the following reasons:

- insufficient funds in Your Bill Payment Account to make the payment on the selected send date;
- delays in mail delivery;
- if You provide incomplete payment instructions;
- changes to the payee's address or Account number unless we've been advised of the change in advance and have a reasonable time to act;
- the failure of any payee to correctly account for or credit the payment in a timely manner; or
- any other circumstances beyond the control of LFCU

If the session during which You schedule a payment or transfer ends before 12:00 a.m., LFCU will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Digital Banking Service will be considered the official time of the transaction.

If Your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to Your Account, the Bill Payment Service will automatically block future Bill Payment Service until the Account has sufficient funds to make the payment. LFCU will attempt to notify You by email or U.S. Postal Mail, but LFCU shall have no obligation or liability if it does not complete a payment because there are insufficient funds in Your Account to process a payment. In all cases, You are responsible for either contacting LFCU at 812-477-9271 or 800-800-9271 to make alternate arrangements for the payment.

D. Cancel or Change Payment Instructions. Payments must be changed or canceled using the Service at least five business days in advance of payment. If You ask us to cancel a payment after it is issued and We agree to do so, We may charge You a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by LFCU, You will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. LFCU may pay any item that is presented following the lapse of any stop payment order.

E. No Signature Required. When any payment or other online Service generates items to be charged to Your Account, You agree that We may debit Your Bill Payment Funding Account without requiring Your signature on the item and without prior notice to You.

F. Multiple Person Bill Payment Accounts. If more than one person has access to an Account, each person may individually enroll in the Bill Payment Service. Each enrolled person needs a unique User Name and Password. Each individual may terminate her/his enrollment in the Bill Payment Service without affecting the Service for any other person enrolled with that Account.

IX. eStatements

Each member enrolled in eStatements will receive an electronic periodic statement listing all accounts on which he/she is primary owner.

- A. Address Changes. You agree to promptly update Your email address information on the Digital Banking site under My Settings when an email address change occurs. LFCU is not responsible for undelivered, rejected, or blocked email notifications and may not refund any fees as a result of non-delivery of Your eStatement.
- B. Use of eStatements. For complete functionality of the eStatement services, You will need software and hardware capable of downloading, viewing, printing, and storing documents produced in the Adobe Acrobat .pdf file format. The minimum requirements to access, view, and retain any documents provided as part of our eStatement service requires that You must have the following:
- A Device which is capable of operating a current version of one of the following browsers:
 - Safari
 - Chrome
 - Internet Explorer
 - Firefox
 - An email account

- Current version of Adobe Reader
- An active LFCU Digital Banking User Name and Password

We will send You an email notifying You that Your eStatement(s) is ready to be viewed. If Your email address changes, please update this information through Online Banking by clicking on the "My Settings" icon.

You have the right to withdraw Your consent to receive eStatements at any time. To discontinue electronic delivery and return to standard statement delivery or to request a paper or electronic copy of Your statement, please call (812) 477-9271 or 1-800-800-9271. We must receive Your request to return to a standard statement delivery in time to give us a reasonable opportunity to act on it. There is a statement fee to obtain a copy of an Account statement that was previously provided to You electronically.

- C. **Electronic Disclosures.** You agree to allow disclosures required to be in writing to be provided electronically. Disclosures include but are not limited to Billing Rights Summary In Case of Errors or Questions About Your Statement, In Case of Errors or Questions About Your Electronic Transfers, and Privacy Policy. In the event that You wish to withdraw consent for electronic disclosures or wish to obtain a paper copy of an electronic disclosure, contact our Member Service Call Center at (812) 477-9271 or 1-800-800-9271.

X. Money Management

You must accept a separate Money Management agreement and disclosure when You enroll in this service. Once enrolled, Money Management lets You view all of Your accounts from multiple financial institutions—all on one screen.

XI. Purchase Rewards

You must accept a separate Purchase Rewards agreement and disclosure when You enroll in this service.

The Purchase Rewards ("Purchase Rewards Offers") product enables You to receive cash-back offers on goods and services that You purchase with Your LFCU Card. **If You decide to use the Purchase Rewards offers application, You acknowledge and agree to the following terms and conditions of service.**

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the Purchase Rewards application to benefit from Your Card purchases.

In addition to the Purchase Rewards Offers, the term "Purchase Rewards Offers" also includes any other programs, tools, Internet-based services, components and any "updates" (for example, maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Purchase Rewards Offers if and when they are made available to You by us or by our third party vendors. Certain Purchase Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and You may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Purchase Rewards Offers, or any other services provided in connection with the product, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to You under this license; (v) work around any technical limitations, use any tool to enable features or functionalities that are otherwise disabled, or decompile, disassemble, or otherwise reverse engineer the product except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Purchase Rewards Offers or any services provided in connection with the product, prevent access to or the use of the Purchase Rewards Offers or any other services provided in connection with the product by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the product; or (vii) otherwise use the Purchase Rewards Offers or any services provided in connection with the product except as expressly allowed under this Section 1.

OWNERSHIP. Purchase Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (i) maintaining the confidentiality and security of Your access number(s), password(s), security question(s) and answer(s), Account number(s), login information, and any other security or access information, used by You to access the Purchase Rewards Offers or any services provided in connection with the product, and Your Accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that You store or use in or with the Purchase Rewards Offers or any services provided in connection with the product (collectively, "Account Data"). Although We do not recommend You share Your login information with others, You are responsible for providing access and assigning passwords to other users, if any, under Your account for the Purchase Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by You. You agree to immediately notify us if You become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny You access to the Purchase Rewards Offers or any services provided in connection with the product (or any part thereof) if We reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform Us of, and hereby grant to Us and our third party vendors permission to use, Licensee Access Information to enable Us to provide the Purchase Rewards Offers or any services

provided in connection with the product to You, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services We may provide to You in the future. We may use anonymous, aggregate information, which We collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help Us to create new offerings and services for our members. As we make additional offerings and Digital Banking Services available to You, some of which may rely on banking information maintained in Your accounts, You will have the opportunity to participate in the services if You choose. If You choose not to participate, You do not need to notify Us. We may also use anonymous, aggregate information which We collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect Your interest and needs.

If You select services that are offered by third parties or merchants through such offers or on our behalf, You will be agreeing that We have Your consent to give such third parties or merchants Your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to You and to permit Us to use Financial Account Data to help Us suggest savings opportunities or additional products and services to You. Except as specified here, We and the third parties or merchants acting on our behalf shall not use or keep any of Your personally identifiable information.

THIRD PARTY SERVICES. In connection with Your use of the Purchase Rewards Offers, or any other services provided in connection with the product, You may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If You decide to use Third Party Services, You are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

THIRD PARTY WEBSITES. The Purchase Rewards Offer may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Purchase Rewards Offers or any other services provided in connection with the product is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for Your use of or inability to use such website. Access to any Third Party Website is at Your own risk, and You acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

PURCHASE REWARDS OFFERS. If You decide You wish to participate in the Purchase Rewards Offers application, You acknowledge and agree to the following terms and conditions of service.

Purchase Rewards. You will earn rewards for Your participation in the Purchase Rewards Offers program based on total purchases. If You participate in the Purchase Rewards Offers, We will credit all cash or point rewards earned to Your rewards balance and send You a lump sum of all rewards due to You. For any qualifying purchases during the current month, We will distribute the lump sum amount to You during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable measurement period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards Offers deposit Account which is associated with the Purchase Rewards Offers program.

Purchase Rewards Offers Account. You must use the Card associated with the Purchase Rewards Offers Account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of Your purchase that You pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Purchase Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also activate the offer for each applicable Account, comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the Card associated with the account that received the Purchase Rewards offer in order for the purchase to qualify.

While We and the merchants work hard to properly track and credit all eligible purchases, there may be times that We are unable to do so because of problems with Your Internet browser, the merchant's website or our system. Please contact our

Cards Services Department if You believe You have made a qualifying purchase for which You did not receive Purchase Rewards.

Please note that You will not earn rewards as part of this program if You use a debit card not issued by Us or do not have the designated deposit Account opened with Us at the time of disbursement.

You understand and agree that We make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
- The rewards information that We provide to You, which is provided “as is” and “as available”.
- (i) Your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to Your Account(s) or to Your Account information and any misappropriation, or alteration, of Your Account information or data, to the extent that the unauthorized access results from Your acts or omissions, or (iv) Your inability to access Your Account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to You, and that You may also have other rights, which vary from state to state.

XII. Shared Access

You must accept a separate Shared Access agreement and disclosure when You enroll in this service. Shared Access allows you to delegate access to others (sub-users) on Your Digital Banking Accounts without sharing login credentials. Sub-users will have access to the Account at a level of control determined by You. Sub-users can be granted the option to access Accounts on a view-only basis or to transfer money, with or without approval limits. By granting sub-user(s) access to Your Digital Banking through Shared Access, You accept any and all responsibility for that user and any transactions that occur. You agree to hold LFCU harmless from any and all claims directly or indirectly related to or arising out of Shared Access.

XIV. Remote Deposit

You must accept a separate Remote Deposit agreement and disclosure when You enroll in this service. Remote Deposit is the Digital Banking service that allows You to deposit a check via a smart phone, tablet, or computer with a scanner. Certain eligibility requirements must be met to use this service. Refer to the Remote Deposit Capture disclosure for more information when enrolling in this service. Business and organization Account holders could be subject to a Remote Deposit fee as disclosed in the fee schedule.

XV. TurboTax

You must accept a separate TurboTax agreement and disclosure when You enroll in this service. Once enrolled, You can complete and file Your federal and state tax returns online.

XVI. Electronic Tax Documents

You must accept a separate LFCU Electronic Tax Document Agreement and Disclosure when You enroll in this service. Upon enrollment this service permits You to view and download electronic versions of Your LFCU tax documents.

XVII. Business and Organization Accounts

Each business and organization account Member Number is limited to one Digital Banking profile, and business and organization Accounts should not be linked under the same Digital Banking profile as personal Accounts. Any Authorized Representative of Your business that You grant Digital Banking access is authorized to:

- enter into this Agreement, as amended from time to time;
- access each Account of Yours established under the Business Account Member Number in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- use any Digital Banking Service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

XVIII. Term and Termination

- Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
- Termination for Cause. We may immediately terminate Your Digital Banking privileges (including the Bill Payment Service), for any reason at our sole discretion without prior notice to You.
- Termination for Convenience. To terminate this Agreement, You must notify LFCU and provide Your name, address, the Service(s) You are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Digital Banking will also be terminated. You may notify the LFCU by one of the following methods:
 - By sending an email to onlinebankingteam@libertyfcu.org
 - By calling (812) 477-9271 or 800-800-9271
 - By writing a letter and either sending it to the following address or giving it to a credit union representative at any of LFCU's locations:

Liberty Federal Credit Union
 Attention: Online Banking
 PO Box 5129
 Evansville, IN 47716-5129

We may convert Your Account to inactive status if You do not sign on to the Service or have any transaction scheduled through the Service during any consecutive six-month period. If Your Account is considered inactive, You must contact us to have the Service activated before You will be able to schedule any transaction through the Service.

XIX. Liability

- A. Our Liability. This section explains our liability to You only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall We be liable to You for failure to provide access to your Digital Banking Services. Unless otherwise required by applicable law, We are only responsible for performing the Digital Banking Services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by You and resulting directly from our gross negligence.

We will not be liable to You in the following instances:

1. If through no fault of LFCU, You do not have enough money in Your Account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on Your Account, or if access to Your Account is blocked.
4. If Your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If Your transfer authorization terminates by operation of law.
6. If You believe someone has accessed Your Accounts without Your permission and You fail to notify LFCU immediately.
7. If You have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If We have received incomplete or inaccurate information from You or a third party involving the Account or transfer.
9. If We have a reasonable basis for believing that unauthorized use of Your Password or Account has occurred or may be occurring or if You default under this Agreement; the deposit account agreement, a credit agreement, or any other agreement with Us; or if We or You terminate this Agreement.
10. If You share Your Digital Banking log-in credentials or one-time passcodes or grant Device access to any person, You are fully responsible for any transfers, transactions, and use of Your Account and/or Card they make or perform, whether or not You benefit from such transfers, transactions, or usage.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

XX. General Terms and Conditions for Online Services

- A. LFCU Agreements. In addition to this Agreement, You and LFCU agree to be bound by and comply with the requirements of the agreements applicable to each of Your Accounts, including LFCU Terms and Conditions regarding Your LFCU Accounts, Electronic Fund Transfers Disclosure, Funds Availability Disclosure, and Truth In Savings Disclosures received at account opening and any amendments to said agreements and disclosures. Your use of the Digital Banking Service or the Bill Payment Service is Your acknowledgment that You have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers.
- B. Changes and Modifications. LFCU may modify the terms and conditions applicable to the Digital Banking Services from time to time without notice except as required by applicable law. We may send any notice to You via email and You will be deemed to have received it. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and Your use of the Services in whole or in part at any time without prior notice.
- C. Assignment. We may assign this Agreement to an affiliate of the LFCU or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to You electronically. You agree to allow disclosures required to be in writing to be provided electronically.
- E. Disclosure of Information. We will only disclose information to third parties about Your Account or transfers You make under the following circumstances:
- where it is necessary for the provision of Digital Banking and for completing transfers;
 - in order to verify the existence and condition of Your Account for a third party, such as a credit bureau or merchant;
 - in order to comply with government or court orders, or other reporting requirements;
 - if You give us Your permission; or
 - to LFCU affiliated companies.
- F. Governing Law. This Agreement is governed by the laws of the State of Indiana and applicable federal laws.
- G. Indemnification. You agree to indemnify, defend and hold Us, our affiliate companies, directors, officers, employees, and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to a Digital Banking Services.
- H. Third Parties. We are not liable for any loss or liability resulting from any failure of Your equipment or software, or that of an Internet browser provider, by an Internet access provider, or by an online service provider, nor will We be liable for any direct, indirect, special or consequential damages resulting from Your access to or failure to access a Digital Banking Services.
- I. Mobile. You may be charged for SMS text messages and Internet access depending on Your mobile carrier and plan. Web access is needed to use LFCU Mobile's downloadable app or web-based platform. Check with Your service provider for details on Your phone's capabilities and specific fees and charges.
- J. Virus Protection. LFCU is not responsible for any electronic virus or malware that You may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy Your programs, files, and Your hardware.
- K. Security of Site. LFCU only collects personal information to serve its legitimate business purposes. We use standard security technology to protect personal information. We are not responsible for any breach of security or for the actions of any third parties that may obtain any personal information. LFCU will not be responsible for any loss resulting from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labor problems, wars or government restrictions. Use of the Services is solely at Your own risk and is subject to all applicable local, state, national and international laws and regulations. Although We have tried to create a secure and reliable service, the confidentiality of any communication transmitted over the Internet cannot

be guaranteed. Accordingly, LFCU and its affiliates are not responsible for the security of any information transmitted via the Internet. Actual or attempted unauthorized use of Digital Banking Services may result in criminal and/or civil prosecution. LFCU will also comply with all court orders involving requests for such information.

- L. Warranty. The foregoing shall constitute LFCU's entire liability and Your exclusive remedy. In no event shall LFCU be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way from advice given or out of the installation, use, or maintenance of the equipment, software, and/or this service.
- M. Exclusions of Warranties. This service and related documentation are provided "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- N. Other Terms and Conditions. The terms and conditions set forth here are for the Digital Banking Services. They do not change the terms and conditions pursuant to which LFCU provides You at Account opening and on any other services. They are not intended to replace other agreements between You and Us relating to Your Account(s).
- O. Amendment. LFCU reserves the right to modify these terms and conditions at any time, effective upon publication when required by law.
- P. Supported Operating Systems. Your Digital Banking pages are supported by most modern operating systems. In order to ensure the best possible experience, please be sure You are using up-to-date versions of the Operating systems. Consult Your manufacturer for more information about Your operating systems.

Revised 06/22/23