

I. INTRODUCTION

The following Terms and Conditions ("Agreement") apply to Our Digital Banking services (defined below).

By accepting this Agreement and using Digital Banking, You agree to all the terms, conditions and notices contained in this Agreement and accept responsibility for Your use of Digital Banking. Please read this Agreement carefully before accepting. We may amend these terms, and modify or cancel the services and features We offer from time to time without notice, except as may be required by law.

We may offer additional services and features in the future. Any such added services and features will be governed by this Agreement and by any terms and conditions provided to You at the time the new service or feature is added and/or at the time of enrollment for the feature or service if applicable.

Any Account accessed through this Service is also subject to the [account disclosures](#) for Your Accounts, including, but not limited to **Your Account Agreement**, the **Terms and Conditions of Your Account**, **Electronic Funds Transfer Your Rights and Responsibilities**, Your **Truth-in-Savings Disclosure**, and other applicable agreements related to Your Accounts, loans, or other relationships with Us, as amended from time to time ("Account Disclosures"). You should review the [Account Disclosures](#) carefully, as they may include transaction limitations and fees which might apply to Your use of Digital Banking.

II. DEFINITION OF TERMS

As used in this Agreement, the following words have the meanings given below:

"Account(s)" means Your eligible JetStream Federal Credit Union ("JFCU") account(s) that can be accessed through Digital Banking. Some of Your accounts may not be eligible for certain transactions using the Service.

"Account-to-Account" means our service which allows you to transfer funds between your JFCU accounts.

"Applicable Law" means a requirement imposed by any federal, state, local or other law, regulation, rule, ordinance, determination of an arbitrator, order of a court or determination, order, finding, advisory opinion, guideline or requirement of any other governmental authority, including without limitation, the laws, regulations, rules, and orders administered by the Office of Foreign Assets Control (OFAC), the National Credit Union Administration (NCUA), the Consumer Financial Protection Bureau (CFPB), National Automated Clearinghouse Association (NACHA), and the Financial Crimes Enforcement Network (FinCEN).

"Available Balance" and **"Balance"** means the available balance at the time You make Your request, which is the total balance less any amounts that are held (e.g. based on funds availability), pledged (e.g. as security for a loan), or otherwise subject to restraint (e.g. due to legal process or levy). All outstanding transactions or holds on Your Account may not be included as of the time of Your request.

"Bill Pay" means Our service that allows You to pay or transfer funds to designated Payees based upon Your instructions to Us via Digital Banking.

"Business Day" means Monday through Friday, excluding Federal holidays.

"Device" or **"Mobile Device"** means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and/or capable of sending and receiving text messages.

"Digital Banking" means the banking services accessible from a personal computer or mobile device You have registered with Us. Digital Banking includes both online banking and mobile banking.

"External Accounts Transfer" means our service which allows You to transfer available funds between Your JFCU accounts and accounts that You own at different financial institutions.

"Member-to-Member" means our service which allows You to transfer available funds from your JFCU accounts to the account of another JFCU member.

"Mobile Deposit" means the remote check deposit capture service offered by JFCU.

"Person-to-Person" or **"P2P"** means our service which allows You to transfer funds to another individual at another financial institution.

"Recipient" and **"Payee"** means a third-party consumer or business who receives electronic funds transfers from You through the Service.

"Service" and **"Services"** means Digital Banking and any of its components described in this agreement, which allows You to electronically access account and transaction information, transfer funds, originate transactions and pay bills on an electronic device.

"Site" means JFCU's online and mobile banking web sites.

"You" and **"Your(s)"** mean each person who applies to use the Service and each person who uses the Service.

"We", **"Us"**, **"Our"**, and **"JFCU"** means JetStream Federal Credit Union.

III. DIGITAL BANKING

Enrollment/Registration/Activation

To enroll in Digital Banking, You must have at least one active Account in good standing. During enrollment, we may send a text message with a security code to the cell phone number you provided to Us or an email with a security code to the email address You provided to Us. By providing Us with an email address or cell phone number during enrollment, you warrant that such number and address are owned by and registered to You. You must create a User ID and password when signing on to Digital Services. We do not require that the password be changed, but You may do so at Your discretion. You should keep the password in a secure location. Any person having access to Your Digital Banking User ID and password will be able to access Digital Banking and perform all transactions, including reviewing account information and making transfers to other entities. You are responsible for all transactions against Your Account(s) made using Digital Banking, including any transactions that You may have unintentionally or inadvertently authorized or made, and any losses, charges, or penalties incurred as a result. In addition, except as otherwise provided in this Agreement, You are responsible for transactions by unauthorized persons using Your login credentials. You must have a personal computer or Device with internet access to enroll, register, activate or use Digital Banking.

You may enroll in Digital Banking by visiting jetstreamfcu.org or by using the JFCU Mobile app available through the [iTunes App Store](#) or [Google Play Store](#).

To register a Device, You must be the authorized user for the assigned number for the Device. You agree to provide Us with true, accurate, current and complete information during the enrollment/registration process.

Your Digital Banking Responsibilities. In addition to the terms and conditions in other sections of this Agreement:

You agree to monitor Your Account and important Account information through Your Digital Banking Service, periodic statements for Your Account, if applicable and important notices about Your Account delivered by Us electronically or by mail, in addition to any services or information You may receive through Our mobile app.

You agree to take every precaution to ensure the safety, security and integrity of Your Account and transactions when using Digital Banking. You agree not to leave Your personal computer or Device unattended while logged into Digital Banking and to log off immediately at the completion of each access by You. To prevent unauthorized access to your Accounts and to prevent unauthorized use of Digital Banking, You agree not to provide Your account number, User ID, password or other access information to any other person and keep all such information strictly confidential. If You do, We will not be liable for any damage resulting to You. You agree not to use any personally identifiable information when creating shortcuts to Your Account.

You agree to notify Us immediately if You lose, or change, or cancel the number of Your registered Device.

If You believe that someone may have unauthorized access to Your Digital Banking, You agree to contact Us immediately so We can make necessary changes to protect Your Accounts.

You agree to comply with all Applicable Laws, rules and regulations in connection with Digital Banking. We reserve the right to refuse to process any transaction we reasonably believe violates Applicable Law or the Account Disclosures or We believe is made in connection with any unlawful transaction or activity, including without limitation, gaming, gambling, lottery or similar activities or for any reason listed in the Limitation of Liability section. We may not notify You if We do not process a transaction. You should review your account activity to see whether a transaction was processed. We make no representation that any content or use of Digital Banking is available for use in locations outside of the United States. Accessing Digital Banking from locations outside of the United States is at Your own risk, and You are responsible for compliance with local laws.

Description of Digital Banking Services. To use Digital Banking, You must have a User ID and select a digital banking password in order to access Your Account. With Digital Banking, You can access Your Account from any personal computer or Mobile Device with Internet access. Digital Banking is a service for our members. However, the privileges given under this service may be canceled by Us at any time. You may use this Service at any time, seven days a week. There may be some scheduled or unscheduled downtime. We are not required to inform you of scheduled downtime. You may transfer any Available Balance, unless limited under another agreement or notification.

JFCU reserves the right to refuse any transaction that would draw upon insufficient funds, lower an Account below a required balance, exceed the allowable number of transfers, for security reasons, or if We suspect fraud. Use of this Service constitutes the user's agreement to the terms listed when logging in.

You can access Your Accounts and process transactions 24 hours a day, seven days a week except during maintenance periods, for the scheduling, modification or review of payment orders and for initiation of funds transfers and balance inquiries. Please refer to the description of each Service for specific processing schedules and cut-off times. You can use Digital Banking to:

- Check account balances and view transaction history
- Transfer funds between Your eligible JFCU deposit and loan accounts
- Transfer funds to another JFCU member
- Link eligible accounts that You own at other financial institutions to view balances, recent transaction activity, transfer funds to or from Your JFCU membership savings or checking accounts, and to transfer funds to Your JFCU loans.
- Enable Your eStatement Preferences to receive Your periodic statements, notices, and tax forms online
- Make check inquiries
- Place stop payment orders
- Initiate service requests for check copies, periodical account statements, notices, or tax forms older than 24 months
- Submit an electronic dispute for eligible transactions

- Change Your Digital Banking username or password
- Pay bills
- Process Person-to-Person (P2P) transactions
- Open new sub accounts- savings, money market, or certificate accounts
- Set up security alerts and account activity alerts
- Card Controls
- Apply for a loan
- EasyVest Automated Advisor and YourChoice Investment Accounts*
- Place check reorders
- Rewards credit cardholders can access JetStream Rewards to view their points balance, access shop and earn, and redeem points
- Send and receive secure messages to or from Us
- Make remote check deposits
- Download of financial data to third party
- Share access
- Access third-party links – Loan Pay using debit or credit card; Skip-A-Pay
- All new online features and functions to Our Website added by Us will be subject to this Agreement, as amended from time to time

*Additional terms apply. Contact JFCU or visit <https://jetstreamfcu.financialhost.org/Talos> and select EasyVest for applicable terms and conditions.

Mobile Apps are designed to run on smart phones, tablet computers and other Mobile Devices. JFCU has mobile apps for many Apple and Android Devices. To download the mobile app for Your Device, visit the [iTunes App Store](#) or [Google Play Store](#) and search for JetStream Federal Credit Union. Our mobile app may not be supportable for all Device models or for all carriers at all times. JFCU cannot guarantee the availability of underlying data services provided by Your mobile carrier (i.e., We are not responsible for carrier data outages or “out of range” issues). JFCU is not responsible for charges charged to You by Your carriers.

SMS Text Banking allows You to access available information via text messaging from Your Device. To get started with SMS text messaging, login to Digital Banking with Your Digital Banking User ID and password, enroll Your mobile number for SMS alerts, and enter the verification PIN. The most current Mobile Text Messaging commands are available by texting HELP to 86020. We may change these commands or number at any time. You are responsible for providing accurate contact information to receive alerts. You may cancel optional alerts at any time by updating Your Delivery preferences located under Manage alerts.

Card Controls allows You to activate, lock, and unlock, and set travel notifications for Your JFCU ATM, Debit, and credit cards. Locking Your card stops all new one-time transactions, including in-person purchases, online charges, and ATM withdrawals. Locking Your card does not affect existing services such as preauthorized payments and recurring payments, such as subscriptions or bill payments. Set travel notifications by entering your destinations and travel dates for the specific cards You plan to use to help avoid blocked or declined transactions due to fraud concerns. Debit and credit card holders can also use Card Controls to view card details, add a card to a mobile wallet service, turn on control settings (e.g., set spending limits, block specific merchant types, and control usage by location), and set up real-time card alerts. Credit card holders can also use Card Controls to initiate balance transfers, request a replacement card due to damage, report their card lost and request a new card, enroll-view-print or un-enroll for credit card eStatements, and initiate transaction disputes.

IV. TRANSFERS BETWEEN JFCU ACCOUNTS

All members in good standing may use the Service to transfer available funds between their own JFCU Accounts (Account-to-Account transfers) and to the accounts of other JFCU members (Member-to-Member transfers). These transfers may be one-time or recurring transfers. We may require You to validate an Account-to-Account or Member-to-Member transfer request using a one-time passcode, Passkey, or some other method. Member-to-Member transfers require You to provide the member’s last name, member number, and the share or loan suffix of the account or loan to which you want to transfer funds. The following standard limits apply to these transfer types:

1. **Account-to-Account Transfers:**
 - a. Limits. 10 transfers per day, \$25,000 max per transfer, \$75,000 max per month.
 - b. Modification and Cancellation. You may modify or cancel a scheduled one-time or recurring transfer up to 11:59 p.m. Eastern Time the day before the transfer is scheduled. You may not modify or cancel a scheduled one-time or recurring transfer once it has begun processing.
2. **Member-to-Member Transfers:**
 - a. Limits.
 - i. New Users (during the first 30 days after enrollment): \$500 per transfer maximum; four (4) monthly transfers maximum.
 - ii. Standard Users: \$2,500 daily maximum; \$5,000 monthly maximum.
 - b. Modification and Cancellation. You may modify or cancel a scheduled one-time or recurring transfer up to 11:59 p.m. Eastern Time the day before the transfer is scheduled. You may not modify or cancel a scheduled one-time or recurring transfer once it has begun processing.

V. SEND MONEY PERSON-TO-PERSON SERVICE AGREEMENT

These terms and conditions constitute a contract between You and Us, or Our designated third-party processor or service provider in connection with PayItNow™ Payment Service, also known as PIN Payment, (the "P2P Service") offered through the Site. This Agreement applies to Your use of the P2P Service and any portion of the Site through which the P2P Service is offered. The P2P Service enables You to initiate a PIN Payment Instruction from one of Your Accounts, to a Recipient's account at any U.S. financial institution. Although the ACH Network is often used to execute PIN Payment Instructions for the Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. PIN payments executed through the ACH network shall be evidenced by a request initiated electronically as described herein and will be initiated on Your behalf pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (the "Rules").

1. **Eligibility:** The P2P Service is offered only to individual residents of the United States who can form legally binding contracts under Applicable Law and who have a JFCU checking Account or debit card in good standing. The P2P Service is not offered to minors. By using the P2P Service, You represent that You meet these requirements and that You agree to be bound by this Agreement.
2. **Initiating PIN Payment Instructions:** All PIN Payment Instructions must be initiated through the Site. Before You will be permitted to initiate your first PIN Payment instruction, You will be required to agree to this agreement, and must follow the procedures set forth on the Site.
3. **Security Procedure:**
 - a. You shall comply with the security procedure requirements with respect to PIN Payment Instructions initiated by You, as well as those required in connection with Digital Banking generally. You are responsible for any errors You make relating to or concerning the PIN Payment Instruction.
 - b. You are responsible for safeguarding Your PIN and transmission of PIN Payment Instructions. You agree that no individual will be allowed to initiate PIN Payments on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to Your Account, the Site, Digital Banking. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify JFCU immediately. The occurrence of unauthorized access will not affect any PIN Payments processed by JFCU prior to receipt of such notification plus a reasonable time thereafter for JFCU to act on such notice.
 - c. Subject to Your rights under applicable law, if a request for a PIN payment (or request for cancellation or amendment of a PIN Payment) received by JFCU was transmitted or authorized by You. You shall pay JFCU the amount of the PIN Payment.
4. **Compliance with Security Procedure:**
 - a. If a request for a PIN Payment (or a request for cancellation or amendment of a PIN Payment) received by JFCU has been transmitted or authorized by You, You authorize JFCU to initiate the PIN Payment on Your behalf. You agree we will be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for a PIN Payment matches the password associated with Your Account on the Site.
5. **Payment Authorization and Remittance:**
 - a. By providing Us with names and mobile phone numbers and/or email addresses of Recipients to whom You wish to direct payments, You authorize Us to follow Your PIN Payment Instructions.
 - b. When We receive a PIN Payment Instruction from You, You authorize Us to debit Your Account and remit funds on Your behalf. You also authorize Us to credit Your Account for the receipt of payments returned to Us because the processing of Your PIN Payment Instruction could not be completed.

We will use reasonable efforts to complete all Your PIN Payment Instructions properly. However, We shall incur no liability if We are unable to complete any transaction for any reason listed in the Limitation of Liability section below.
 - c. It is the responsibility of You and the Recipient to ensure the accuracy of any information that they enter into the P2P Service (including but not limited to the PIN Payment Instructions and name, mobile phone number and/or email address for the Receiver to whom You are attempting to send the PIN Payment Instruction), and for informing Us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but We do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by You or Recipient.
6. **Your Representations and Agreements; Indemnity:** With respect to each request for a PIN Payment initiated by You, You represent and warrant to Us and agree that:
 - a. You are authorized to initiate such request for a PIN Payment and hereby authorize Us to initiate each PIN Payment requested by You in the amount provided that:
 - b. Such authorization is valid at all relevant times, including without limitation
 - i. at the time You establish the pre-authorization on the Site,
 - ii. at the time You initiate a PIN Payment, and
 - iii. at the time of transmittal or debiting by Us as provided herein.
 - c. Your PIN Payments are not prohibited as set forth in Section 7.

- d. You shall comply with all and perform all of Your obligations described in the Account Disclosures or any other applicable agreement with JFCU. You agree to indemnify Us against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.
7. **Prohibited Payments:** The following types of payments are prohibited through the P2P Service, and We have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:
- a. Payments to persons or entities located in prohibited territories (including any territory outside of the United States);
 - b. Payments that violate any law, statute, ordinance or regulation;
 - c. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under Applicable Law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
 - d. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
 - e. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services;
 - f. Tax payments and court ordered payments including but not limited to Alimony and Child Support.
 - g. In addition to the above-referenced prohibited payments, We may also block and/or reverse payments that involve donations or payments to any charity or non-profit organization unless We have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in Our sole discretion.

In no event shall We or Our independent contractors or other third parties to whom We assign, or delegate rights or responsibilities be liable for any claims or damages resulting from Your scheduling of prohibited payments.

8. **Our Responsibilities, Liability, Limitations on Liability; Indemnity:** In the performance of the services required by this Agreement, We shall be entitled to rely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement between You and JFCU, or authorization provided by You and shall not be responsible for the accuracy or completeness thereof. WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE P2P SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. We shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any PIN Payments initiated by You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of a PIN Payment by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Our agent.
- a. Except as otherwise provided by applicable federal and state consumer protection laws, (1) JFCU shall have no liability to You for any authorized transfers of money, including without limitation, (i) any failure, through no fault of JFCU to complete a transaction in the correct amount, or (ii) any related losses or damages; and (2) JFCU shall not be liable for any typos or keystroke errors that You make when using the P2P Service. THE P2P SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS, AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE THE P2P SERVICE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. THE P2P SERVICE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE P2P SERVICE.
 - b. We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Our reasonable control. In addition, We shall be excused from failing to transmit or delay in transmitting a PIN Payment if such transmittal would result in Our having exceeded any limitation upon Our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Our reasonable judgment otherwise violating any provision of any present or future risk control program of Ours, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
9. **Inconsistency of Name and Account Number:** You acknowledge and agree that, if a PIN Payment describes the Receiver inconsistently by name and/or account number, PIN Payment may be made by the Receiving Depository Financial Institution on the basis of the account number supplied, even if it identifies a person different from the named Recipient, and that Your obligation to pay the amount of the PIN Payment to Us is not excused in such circumstances.
10. **Amendments:** From time to time, We may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, and any Business Day. Changes will be posed to the P2P Service and shall become effective at the time they are posted unless a delayed

effective date is expressly stated. Your continued use of the P2P Service after a notice of change or after the posting of a change to the P2P Service will constitute Your agreement to such changes.

11. **Notices, Instructions, Etc.:** We shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Site) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.
12. **Cooperation in Loss Recovery Efforts:** In the event of any damages for which We or You may be liable to each other or a third party pursuant to the services provided under this agreement, We and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.
13. **Modification and Cancellation.** You may modify or cancel Your scheduled P2P Service payment as follows:
 - a. Real Time Funding using Your JFCU debit card: These payments cannot be modified or canceled.
 - b. Payments sent via ACH: You have until 4:00 pm Eastern Time on the day of the scheduled transfer to modify or cancel the transfer. Once the P2P Service has begun processing a transfer, it cannot be modified or cancelled.
14. **Limits.** We reserve the right to impose different limits on the daily and monthly dollar amount(s) You may send using the P2P Service and to modify such limits from time to time. Your individual payment, daily, and monthly dollar limits for the P2P Service are:
 - a. New Users (during the first 30 days after enrollment):
 - i. Real Time Funding using Your JFCU debit card: \$200 individual payment maximum; \$400 daily maximum.
 - ii. Payments sent via ACH: \$500 individual payment maximum; \$500 daily maximum; \$2,500 monthly maximum.
 - b. Standard Users:
 - i. Real Time Funding using Your JFCU debit card: \$500 individual payment maximum; \$500 daily maximum.
 - ii. Payments sent via ACH: \$2,500 individual payment maximum; \$5,000 daily maximum; \$10,000 monthly maximum.

VI. BILL PAY AGREEMENT

The use of this Bill Pay Agreement requires that You read and agree to the terms and conditions contained herein. This Agreement between You and JFCU governs Your use of the bill pay services (the "Bill Pay Service"). The Bill Pay Service allow You to make one-time or recurring payment to others from Your Account using JFCU's Bill Pay Service contained within Digital Banking. The payment for each bill payment transaction requested will be debited from Your Account after business hours the business day prior to the payment date of the bill payment request.

This service is available to eligible members at JFCU's sole discretion. When You use the Bill Pay Service, or authorize others to use the Bill Pay Service, You agree to the terms and conditions of this Agreement. **IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE BILL PAY SERVICE.**

1. **Use of Online Bill Pay.** The Bill Pay Service permits authorized members to send funds to: (a) a person or entity to which You wish a payment to be directed or the entity from which You receive electronic bills (each person or entity, a "Payee"); (b) to other persons with accounts outside of JFCU; and (c) to Your other accounts (persons described in (b) and (c), each a "Non-Biller Payee(s)").
2. **Payment Scheduling.**
 - a. To schedule a payment, You must select a date Your payment will be debited (such date, the "Scheduled Payment Date") for each Payee. This will determine the date for Your Payee to receive the payment (the "Deliver By Date"). When scheduling such payments, You must select a Scheduled Payment Date that results in a "Deliver By Date" which is no later than the date reflected on Your Payee statement for which the payment is due (the "Due Date") unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, You must select a Scheduled Payment Date that results in a Due Date which is at least two (2) Business Days before the actual Due Date. All Deliver by Dates must be prior to any late date or grace period permitted by the Payee.
 - b. The necessary funds must be made available in the checking account from which bill payments will be debited (Your "Payment Account") on the Scheduled Payment Date.
 - c. The earliest possible Deliver By Date for each Payee (typically four Business Days from the current date if the Payee is capable of receiving the payment electronically or up to ten Business Days if the Payee is not capable of receiving the payment electronically) will be designated within the Bill Pay Service when You are scheduling the payment. Therefore, the Bill Pay Service will not permit You to select a Deliver By Date prior to the earliest possible Deliver By Date designed for the Payee. If the Payee permits, for a fee, JFCU may also offer a rush payment option (typically one to three Business Days) which may be paid via check or electronic payment, if supported by a Payee. The fee for this service will be disclosed to You when You request a rush payment.
 - d. You may choose to schedule payments to recur in the same amount at regular weekly, every other week, every four weeks, monthly, twice monthly, semi-monthly, every three months, every six months, or annual intervals. When You create a new Payee in the Bill Pay Service, it may take two Business Days to set up the Payee to receive payments. You should schedule a payment to a new Payee at least fourteen Business Days before any payment Due Date, to allow the Bill Pay Service time to set up the Payee and verify information about Your account with the Payee.
 - e. For all subsequent payments, You agree to allow at least four to fourteen days between the Scheduled Payment Date and the payment Due Date.

f. If the Digital Banking session during which You schedule a payment or transfer ends by 4:00 P.M. Eastern Time on a Business Day, the Bill Pay Service will be considered to have received it on that day. Otherwise, it will be considered received on the following Business Day.

3. **Prohibited Transactions.** You agree not to use or attempt to use the Bill Pay Service: (a) to engage in any illegal purpose or activity or to violate any Applicable Law, (b) to breach any contract or agreement by which You are bound, (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 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. You acknowledge and agree that JFCU has no obligation to monitor Your use of the Bill Pay Service for transactions and activity that are impermissible or prohibited under the terms of this Agreement; provided, however, that JFCU reserves the right to decline to execute any transaction or activity that JFCU believes violates the terms of this Agreement. **PAYMENTS TO PAYEES AND NON-BILLER PAYEES OUTSIDE OF THE UNITED STATES OR ITS TERRITORIES ARE PROHIBITED THROUGH THE BILL PAY SERVICE.**

4. **Payment Authorization and Payment Remittance.**

- a. By providing the Bill Pay Service with names, contact information, and/or account information of Payees and Non-Biller Payees to whom You wish to direct payments, You authorize the Bill Pay Service to follow the information provided by You to the Bill Pay Service for a payment to be made to a Payee or Non-Biller Payee (such as, but not limited to, Payee/Non-Biller Payee name, Payee/Non-Biller Payee contact information, Payee/Non-Biller Payee account number, and Scheduled Payment Date) (such information, "Payment Instructions") that it receives through the payment system. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Payee/Non-Biller Payee directives.
- b. When any payment or other online service generates items to be charged to Your Payment Account, You agree that the Bill Pay Service may debit Your Payment Account without requiring Your signature on the item and without prior notice to You.
- c. When the Bill Pay Service receives a Payment Instruction, You authorize the Bill Pay Service to debit Your Payment Account and remit funds on Your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date.
- d. You also authorize the Bill Pay Service to credit Your Payment Account for payments returned to the Service by the United States Postal Service, Payee or Non-Biller Payee, or payments remitted to You on behalf of another authorized user of the Service.
- e. The Bill Pay Service will use its best efforts to make all Your payments properly. However, the Bill Pay Service shall incur no liability if the Bill Pay Service is unable to complete any payments initiated by You for any reason listed in the Limitation of Liability section below:

Provided none of these exceptions are applicable and You have a consumer account, if the Bill Pay Service causes an incorrect amount of funds to be removed from Your Payment Account or causes funds from Your Payment Account to be directed to a Payee which does not comply with Your Payment Instructions, the Bill Pay Service shall be responsible for returning the improperly transferred funds to Your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

Provided none of the foregoing exceptions are applicable, and You have a business account, liability of the Bill Pay Service and JFCU will be set forth in Section 5 below.

5. **Additional Provisions Applicable Only to Business Accounts.**

- a. **Protecting Your Login Credentials.** You agree that JFCU may send notices and other communications to the current address shown in Our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that JFCU will not be responsible or liable to You in any way if information is intercepted by an unauthorized person, either in transit or at Your place of business. You agree to: (i) keep Your User ID and password ("Login Credentials") secure and strictly confidential; (ii) instruct each person to whom You have authorized to have user Login Credentials that he or she is not to disclose it to any unauthorized person; and (iii) immediately notify Us and select new Login Credentials if You believe Your user Login Credentials have become known to an unauthorized person.
- b. **JFCU will have no liability to You for any unauthorized payment or transfer made using Your user Login Credentials before You have notified us of possible unauthorized use and JFCU has had a reasonable opportunity to act on that notice.** JFCU may suspend or cancel Your Login Credentials without receiving such notice from You if We suspect that Your user Login Credentials are being used in an unauthorized or fraudulent manner. JFCU will have no liability for such suspension or cancellation.
- c. **Acknowledgement of Commercially Reasonable Security Procedures.** By using Digital Banking, You acknowledge and agree that You have been provided with a disclosure of the security procedures for Digital Banking transactions in this Agreement and/or in your Account Disclosures, and that said security procedures are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which JFCU implements in compliance with these procedures, unless You have given JFCU prior notice of possible unauthorized use as described above (and We had a reasonable opportunity to act on such notice).
- d. **Limitations of JFCU's Liability.** If JFCU fails or delays in making a payment or transfer pursuant to Your Payment Instructions, or if JFCU makes a payment or transfer in an erroneous amount that is less than the amount per Your Payment Instructions, unless otherwise required by law, JFCU's liability shall be limited to interest on the amount that JFCU failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or You canceled the Payment Instructions. JFCU may pay such interest either to You or the intended recipient of the payment or transfer, but in no event will We be liable to both parties, and JFCU's payment to either party will fully discharge any obligation to the other. If JFCU makes a payment or transfer in an erroneous amount that exceeds the amount per Your Payment Instructions, or if JFCU permits an unauthorized payment or transfer after JFCU has had a reasonable time to act on a notice from You of possible unauthorized use as described above, unless otherwise required by law, JFCU's liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. If JFCU becomes liable to You for interest compensation under this Agreement or Applicable Law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where JFCU is headquartered for each day interest is due, computed on the basis of a 360-day year. **Unless otherwise required by law, in no event will JFCU be liable to You for special,**

indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if We are advised in advance of the possibility of such damages.

6. **Payment Methods.** The Service reserves the right to select the method in which to remit funds on Your behalf to Your Payee or Non-Biller Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.
7. **Payment Cancellation Requests.** To cancel or modify any scheduled payment (including recurring payments) within the Bill Pay Service, select Payment Activity, select the payment and follow the directions. There is no charge for canceling or modifying a scheduled payment. You have until 4:00 pm Eastern Time of the day of the scheduled payment to modify or cancel a scheduled payment. Once the Bill Pay Service has begun processing a payment, it cannot be cancelled or modified, and a stop payment request must be submitted.
8. **Stop Payment Requests.** The Bill Pay Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bill Pay Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If You desire to stop any payment that has already been processed, You must contact JFCU at 800.426.3556. Although JFCU will make every effort to accommodate Your request, JFCU will have no liability for failing to do so. JFCU may also require You to present Your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the Fee Schedule.
9. **Exception Payments.** Tax payments and court ordered payments may be scheduled through the Bill Pay Service, however such payments are discouraged and *will be scheduled at Your own risk*. In no event shall JFCU be liable for any claims or damages resulting from Your scheduling of these types of payments. JFCU has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of You and not of JFCU or the Bill Pay Service.
10. **eBill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is Your sole responsibility to contact Your Payees directly if You do not receive Your statements. In addition, if You elect to activate one of the Bill Pay Service's electronic bill options, You also agree to the following:
 - a. **Information Provided to the Payee.** The Bill Pay Service is unable to update or change Your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is Your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Pay Service may, at the request of the Payee, provide to the Payee Your email address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing You about bill information.
 - b. **Activation.** Upon activation of the electronic bill feature the Bill Pay Service may notify the Payee of Your request to receive electronic billing information. The presentment of Your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of Your statement(s) is at the sole discretion of the Payee. While Your electronic bill feature is being activated it is Your responsibility to keep Your accounts current. Each electronic Payee reserves the right to accept or deny Your request to receive electronic bills.
 - c. **Authorization to Obtain Bill Data.** Your activation of the electronic bill feature for a Payee shall be deemed by JFCU to be Your authorization for JFCU to obtain bill data from the Payee on Your behalf. For some Payees, You will be asked to provide JFCU with Your User ID and password for that Payee. By providing JFCU with such information, You authorize JFCU to use the information to obtain Your bill data.
 - d. **Notification.** The Bill Pay Service will use its best efforts to present all of Your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service may send an email notification to the email address listed for Your Account. It is Your sole responsibility to ensure that this information is accurate. In the event You do not receive notification, it is Your responsibility to periodically log on to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.
 - e. **Cancellation of Electronic Bill Notification.** The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of Your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Bill Pay Service will notify Your electronic Payee(s) as to the change in status of Your Account and it is Your sole responsibility to make arrangements for an alternative form of bill delivery. Neither the Bill Pay Service nor JFCU will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
 - f. **Non-Delivery of Electronic Bill(s).** You agree to hold the Bill Pay Service and JFCU harmless should the Payee fail to deliver Your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
 - g. **Liability to Payees.** This Agreement does not alter Your liability or obligations that currently exist between You and Your Payees.
11. **Service Fees and Additional Charges.** Any applicable fees will be charged regardless of whether the Bill Pay Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. All such fees are detailed on Our Fee Schedule or in the Bill Pay Service. You agree to pay such charges and authorize the Bill Pay Service to deduct the calculated amount from Your designated Payment Account for these amounts and any additional charges that may be incurred by You.
12. **Failed or Returned Transactions.** In using the Bill Pay Service, You are requesting the Bill Pay Service to make payments for You from Your Payment Account. If We are unable to complete the transaction for any reason associated with Your Payment Account (for example, there are insufficient funds in Your Payment Account to cover the transaction), the transaction will not be completed. In some instances, You will receive a return notice from the Service. In such case, You agree that:
 - a. You will reimburse JFCU immediately upon demand the transaction amount that has been returned to the Bill Pay Service;
 - b. You will reimburse JFCU for any fees imposed by Us as a result of the return;
 - c. You will reimburse JFCU for any fees it incurs in attempting to collect the amount of the return from You; and,
 - d. JFCU is authorized to report the facts concerning the return to any credit reporting agency.

13. **Address or Banking Changes.** It is Your sole responsibility to ensure that the contact information in Your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. JFCU is not responsible for any payment processing errors or fees incurred if You do not provide accurate Payment Account or contact information.
14. **Payee/Non-Biller Payee Limitation.** JFCU reserves the right to refuse to pay any Payee or Non-Biller Payee to whom You may direct a payment. JFCU and/or the Bill Pay Service will notify You promptly if it decides to refuse to pay a Payee or Non-Biller Payee designated by You. This notification is not required if You attempt to make a prohibited payment or an exception payment under this Agreement.
15. **Returned Payments.** In using the Bill Pay Service, You understand that Payees/Non-Biller Payees and/or the United States Postal Service may return payments to the Bill Pay Service for various reasons such as, but not limited to, Payee's/Non-Biller Payee's forwarding address expired; Payee/Non-Biller Payee account number is not valid; Payee/Non-Biller Payee is unable to locate account; or Payee/Non-Biller Payee account is paid in full. The Bill Pay Service will use its best efforts to research and correct the returned payment and return it to Your Payee/Non-Biller Payee, or void the payment and credit Your Payment Account. You may receive communication from the Bill Pay Service.
16. **Term and Termination.** Your Bill Pay Service will become effective on the date that You enroll an Account for the use of the Bill Pay Service and shall remain in full force and effect until termination in accordance with the following provisions or the provisions contained in the Cancellation section below:
- a. **Termination for Cause:** The Bill Pay Service or JFCU may immediately terminate Your use of the Bill Pay Service without notice under the following conditions: (a) You do not pay any fee required by any agreement You have with JFCU or the Bill Pay Service, (b) You do not comply with this Agreement or other agreements governing Your Accounts, including Your Payment Accounts, (c) Your Accounts are not maintained in good standing, or (d) Your Payment Account is inactive for a period of 120 days.
- b. **Termination for Convenience:** JFCU may terminate the Bill Pay Service at any time without prior notice to You and with or without cause, including, without limitation, in the event that You violate this Agreement or close Your Payment Account. If more than one person can access a Bill Pay Service, JFCU reserves the absolute right to terminate all access to the Bill Pay Service upon the request of the account owner, any account joint owner, or any other person authorized to access the account. To terminate the Bill Pay Service, You must notify JFCU and provide Your name, address, the Payment Accounts, that You wish to discontinue use of the Bill Pay Service, and the termination date of the Bill Pay Service. When the Bill Pay Service is terminated, any prescheduled bill payment will also be terminated. Your final charge for the Bill Pay Service will be assessed at the end of Your statement cycle for each account. JFCU and the Bill Pay Service shall be given a minimum of 10 Business Days to effect the termination. During that time, You will remain responsible for any pending bill Payment Instructions of record with the Bill Pay Service. You may terminate the Bill Pay Service by:

Calling: 800.426.3556

Writing to JetStream Federal Credit Union at: PO Box 5487. Miami Lakes, FL 33014

Termination will apply only to the Bill Pay Service and does not terminate Your other relationships with Us.

17. **Availability of the Bill Pay Service.** Access to the Bill Pay Service is generally available 24 hours a day, 7 days a week, except during maintenance periods and during periods when access to the Bill Pay Service is temporarily interrupted as a result of power outages, equipment and/or software malfunctions or failures. JFCU will not be liable under this Agreement for failure to provide access. Subject to Applicable Law, We reserve the right to modify, suspend, or terminate access to all or any part of the Bill Pay Service at any time and for any reason without notice or refund of previously incurred fees. To the extent reasonably practicable, JFCU will attempt to notify You by posting a notice on Our website in the event of any technical difficulties or other occurrence that may impede access to the Bill Pay Service for a prolonged period of time.
18. **Third Party Software, Tools, and Services.** JFCU is providing You with the means to access the third party Bill Pay Service under this Agreement (the "Third Party Software"). Such Third Party Software may be located at a site owned or controlled by such third parties. Except as provided by Applicable Law, You agree that protecting Your personal information other than in JFCU's internal systems is solely Your responsibility and not the responsibility of JFCU, that JFCU is under no obligation to provide You with any such Third Party Software, and that in providing or arranging for access to the Third Party Software, JFCU is not assuming any responsibility or liability whatsoever, nor is JFCU suggesting or offering or creating any security procedures.
19. **End User License Agreement.** The Agreement applies to Your use of the Services and applies to Your access to the Bill Pay Service. You understand that some of the Bill Pay Services contemplated by this Agreement are provided by third parties. JFCU shall not be liable for any Bill Pay Services provided by such third parties. This Agreement shall be Your license to use the Bill Pay Service provided by JFCU or such third parties.
- a. The Bill Pay Service is owned and operated by JFCU or its affiliates, licensors and/or third party service providers (the "Credit Union Parties") and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in the Services (collectively, "Content") are the property of JFCU or the Credit Union Parties, and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, service marks, trade names, logos and other indicia of origin (collectively, "Marks") appearing in the Bill Pay Service are the property of JFCU or the Credit Union Parties. You may not make any use of any Content or Marks without the prior written consent of JFCU. No Content from the Bill Pay Service may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.
- b. In using or accessing the Bill Pay Service, You agree: (1) not to use the Bill Pay Service for fraudulent purposes; (2) not to "spam" others or "phish" for others' personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, "deepink", attempt to obtain unauthorized access to or otherwise abuse, the Bill Pay Service or affiliated or linked websites; (5) not to disrupt or interfere with any other user's enjoyment of the Bill Pay Service; (6) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (7) not to use meta tags or any other "hidden text" utilizing a Mark ; and (8) not to use the Bill Pay Service in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person's privacy, violates any third party proprietary rights, or is in violation of any law or regulation.

- c. JFCU reserves the right, without notice and at its sole discretion, to suspend or terminate Your ability to access or use the Bill Pay Service, and to block or prevent future access to and use of the Bill Pay Service for any reason. JFCU may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Bill Pay Service, temporarily or permanently, at any time with or without notice to You. You agree that JFCU shall not be liable to You or to any third party for any such modification, suspension or discontinuance.
20. **Limits.** We reserve the right to impose different limits on the daily and monthly dollar amount(s) You may send using the Bill Pay Service and to modify such limits from time to time. Your individual payment, daily, and monthly dollar limits for the Bill Pay Service are:
- a. New Users: (during the first 30 days after enrollment): \$10,000 individual payment maximum; \$10,000 daily maximum; \$30,000 rolling 30-day maximum.
- b. Standard Users: \$25,000 individual payment maximum; \$75,000 daily maximum; \$150,000 monthly maximum.
21. **Miscellaneous.**
- a. **Age Requirements.** By entering into this Agreement, You are certifying that You are at least 18 years of age or older. You agree to comply with all Applicable Laws and regulations in connection with the Bill Pay Service.
- b. **Security; Reliance on Your Instructions.**
- i. **Your Role in Preventing Misuse.** You understand the importance of Your role in preventing misuse of Your accounts, including Your Payment Accounts and the Bill Pay Service and You agree to promptly examine Your periodic paper and/or electronic statement for each of Your accounts as soon as You receive it. This obligation is in addition to any obligations You have in this Agreement or Your Account Disclosures related to Your account or other agreements to promptly review Your statements and report errors.
- ii. **Confidentiality of Information.** You agree to protect the confidentiality of Your account and account number, Your user ID and password, Your challenge questions and answers, Your Personal Identification Number (PIN), and Your personal identification information, such as Your driver's license number and social security number. You understand that personal identification information by itself or together with information related to Your account, may allow unauthorized access to Your account. Your User ID and password are intended to provide security against unauthorized entry and access to Your accounts. Data transferred via the Bill Pay Service utilizes identification technology to verify that the sender and receiver of the system transmissions can be appropriately identified by each other. Notwithstanding Our efforts to insure that the system is secure, You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Bill Pay Service, or email transmitted to and from us, will not be monitored and read by others.
- iii. **JFCU will rely and act on instructions We receive through Digital Banking.** You are responsible and liable for all transactions to the extent allowed by law and as provided in this Agreement and any other agreements between You and JFCU. All such instructions will be considered as having been given to Us directly by You and shall have the same authority as Your written signature in authorizing Us to comply with the instructions. You agree that any security procedures we adopt to authenticate transactions through the Bill Pay Service are commercially reasonable security measures and that JFCU may rely upon any instructions We receive upon authentication using these agreed upon security procedures.
- c. **No Liability for Certain Failures.** Except as specifically provided in this Agreement or where Applicable Law requires a different result, neither JFCU nor JFCU's service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of Your equipment or software, or that of an Internet browser provider such as Microsoft® (Microsoft Edge) or Google® (Google Chrome®), by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will JFCU nor JFCU's service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of Your access to or use of, or failure to obtain access to the Bill Pay Service.
- d. **Liability for Loss of or Erroneous Data.** You will bear the liability or the risk of any error or loss of data, information, transactions or other losses, which may be due to the failure of Your respective computer system or third party communications provider on which You may rely. JFCU shall have no liability to You for any damage or other loss, direct or consequential, which You may incur by reason of Your use of Your computer system, including but not limited to damage or loss resulting from date related problems.
- e. **No Extension of Credit.** You must have on deposit in Your Payment Account sufficient available amounts to enable JFCU to make the debit. Nothing in this Agreement will constitute or be deemed a commitment by JFCU to extend credit to You, or to grant to You overdraft privileges. JFCU will not have any obligation to make any funds available to You to effect any payment being made by You or to enable You to use the Bill Pay Service. Any obligation to extend credit to You or to otherwise make funds available to You must be set out in a separate agreement executed by JFCU through a person authorized to make credit decisions on JFCU's behalf.

VII. MOBILE DEPOSIT SERVICE AGREEMENT

1. **Definitions.** This Mobile Deposit Service Agreement ("Agreement") is the contract which covers Your and Our rights and responsibilities concerning the Mobile Deposit service ("Mobile Deposit Service") offered to You by JFCU. The word "Mobile Deposit" means the remote deposit capture service offered by JFCU. The word "Entry" means a transaction conducted through the Mobile Deposit Service.
2. **Acceptance of these Terms.** Your use of the Mobile Deposit Service constitutes Your acceptance of this Agreement. This Agreement is subject to change by Us from time to time without notice to you. Your continued use of the Mobile Deposit Service will indicate Your acceptance of any such changes to the Mobile Deposit Service.
3. **Mobile Deposit Capture Process.** You will use the JFCU Mobile banking application (App) and a Mobile Device such as a smartphone, or other Mobile Device approved by Us, to create electronic images of the front and back of checks and transmit those images to JFCU for review and processing

according to this Agreement. We may change the list of approved Mobile Devices at any time without notice to You. JFCU's processing agent shall perform an image quality assessment of scanned checks or items and shall convert items meeting JFCU's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which items (e.g., substitute check, image exchange, ACH) are cleared or presented for payment shall be determined by JFCU, at its sole discretion. JFCU reserves the right to select the clearing agents through which JFCU clears items. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which JFCU is a party.

4. **Limits.** We reserve the right to impose different limits on the amount(s) and/or number of deposits that You transmit using Mobile Deposit and to modify such limits from time to time. Your current daily dollar limit and monthly dollar limit are displayed in Mobile Deposit. There is no daily or monthly limit on the number of items that may be deposited, as long as Your respective dollar limits are not exceeded. To continue to be eligible to use Mobile Deposit, You may not have overdrafts or returned checks deemed excessive by Us in our sole discretion.
5. **Eligible items.** Only checks made payable to the owner(s) of Your Account and drawn on a financial institution in the United States are eligible for deposit with Mobile Deposit. You may use Mobile Deposit for depositing checks to a personal or business checking, savings, or money market account. You agree that You will not use Mobile Deposit to deposit any of the following unacceptable checks or items:
 - Checks or items not payable in United States currency.
 - Checks or items dated more than 6 months prior to the date of deposit.
 - Checks or items payable to any person or entity other than You (i.e., payable to another party and then endorsed to You).
 - Checks or items payable to You and another party who is not a joint owner on the account.
 - Checks or items that contain evidence of alteration, or that You know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
 - Checks or items previously submitted to Us or another financial institution as an electronic item and converted to a substitute check (duplicate items)
6. **Requirements.** Each image must provide all information on the front and back of the original check at the time presented to You by the drawer, including, but not limited to, information about the drawer and the paying bank 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.
7. **Endorsements.** Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although We may accept endorsements outside this space. Your endorsement must include Your signature and Your account number and **"FOR MOBILE DEPOSIT"**. Any loss We incur from a delay or processing error resulting from a missing or irregular endorsement or other markings by You will be Your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to You or Your joint owner, either of You can endorse it. If the check is made payable to You and Your joint owner, both of You must endorse the check.
8. **Your Duty to Report Errors.** You agree to notify JFCU of any suspected errors regarding items deposited through the Mobile Deposit Service right away, and in no event later than 60 days after the applicable JFCU Account statement is sent. Unless You notify JFCU within 60 days, such statement regarding all deposits made through the Mobile Deposit Service shall be deemed correct, and You are prohibited from bringing a claim against JFCU for such alleged error.
9. **Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under Your current Account Agreement with Us and will be subject to the terms of the Account Agreement and all other Account Disclosures.

You will receive a confirmation email message after a transaction is successfully received using Mobile Deposit. We shall not be deemed to have received the image for deposit until We have confirmed receipt to You. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to Your Account.

We reserve the right, at our sole and absolute discretion, to reject any image for remote mobile deposit into Your Account (an "Exception Item"). We will notify You of rejected images via email. "Exception Item" includes, but is not limited to, an electronic item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an electronic item or (c) is an unacceptable type of check item as referenced in this Agreement. You acknowledge and agree that even if JFCU does not initially identify an electronic image as an Exception Item, the substitute check created by JFCU may be returned to JFCU because, among other reasons, the electronic image is deemed illegible by a paying bank. We further reserve the right to charge back to Your Account at any time for any item that We subsequently determine was not an eligible item. You agree that JFCU is not liable for any loss, costs, or fees that You may incur as a result of our chargeback of an ineligible item. You agree and understand that it is Your full responsibility to keep JFCU informed of Your most current email address and mailing address to ensure notification of an Exception Item.

10. **Original checks.** After You receive confirmation that We have received an image, You must securely store the original paper check for a minimum of thirty (30) calendar days after transmission to Us, and to make the original check accessible to Us at our request. This provides sufficient time for research in case there is an issue with the image quality or if the original item is required for any other reason. If not provided in a timely manner, such amount will be reversed from Your Account. Promptly after such period expires, You must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

11. **Returned Deposits.** Any credit to Your Account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, You agree that an original check will not be returned to You, but that We may charge back the amount of the original check and provide You with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse Us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without Our approval, You shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to You. We may debit any of Your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.
12. **Representations and Warranties.** You make the following representations and warranties to Us and shall be deemed to make the following representations and warranties each time You transmit an image or item through use of the Mobile Deposit Service:
- a. You and any user You authorize will use the Mobile Deposit Service only for lawful purposes and in compliance with all applicable rules and regulations and with Our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
 - b. You will use the Mobile Deposit Service to transmit and deposit Images of items only.
 - c. You will transmit only images of items acceptable for deposit through the Mobile Deposit Service and will handle items as agreed herein.
 - d. You are a person authorized to enforce each Item or are authorized to obtain payment of each item on behalf of a person entitled to enforce an Item.
 - e. Items submitted for deposit through use of the Mobile Deposit Service are valid Items and You will reimburse and indemnify JFCU for all loss, damage, and expenses, including reasonable attorney's fees, incurred in defending any allegation that such Items are invalid or fraudulent.
 - f. Items have not been altered.
 - g. Each item bears all required and authorized endorsements.
 - h. Each item has been endorsed as "For Mobile Deposit at JetStream Federal Credit Union, Acct # _____, and signature"
 - i. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code.
 - j. All Images accurately and legibly represent all of the information on the front and back of the Item.
 - k. You will not use the Mobile Deposit Service to transmit or deposit any Item, (i) payable to any person or entity other than You, (ii) drawn or otherwise issued by You or any other person on any of Your accounts or any account on which You are an authorized signer or joint account holder, (iii) which You know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, (vi) that is not payable in United States currency, (viii) that is dated more than 6 months prior to the date of deposit, or (ix) that is created by You purportedly on behalf of the maker, such as a remotely created check.
 - l. No depository financial institution, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
 - m. You will use the Mobile Deposit Service in the manner required by this Agreement.
 - n. You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.
 - o. All information You provide to Us is accurate and true.
13. **Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all Applicable Laws, rules and regulations. You warrant that You will only transmit acceptable items for deposit and to handle the original items in accordance with Applicable Laws, rules and regulations.
14. **Funds Availability.** Generally, if a mobile deposit is successfully completed on a Business Day that We are open by 2:00 p.m. Eastern Time, We will consider that day to be the day of Your deposit. If You make a deposit on a day after 2:00 p.m. Eastern Time or on a day We are not open, We may consider that the deposit was made on the next Business Day We are open. Funds will be made available for withdrawal as described in Our [Funds Availability Disclosure](#).
15. **Mobile Deposit Security.** You will complete each deposit promptly. If You are unable to complete Your deposit promptly, You will ensure that Your Mobile Device remains securely in Your possession until the deposit has been completed. It is Your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. You are liable for all transactions made or authorized with the use of Your User ID, password or Authentication Method. You agree to take appropriate steps to ensure that all User IDs, passwords, Authentication Methods and any other applicable security procedure issued to Your employees, agents, representatives, or officers are protected and kept confidential.
- You agree to indemnify and release JFCU from any and all liability, and agree not to make any claim against JFCU or bring any action against JFCU, relating to its honoring or allowing any actions or transactions that were conducted under Your User ID, password, Authentication Method or acting upon messages or authorizations provided to Us using Your User ID, password or Authentication Method.
16. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if You, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to Us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to Us. In addition, You agree that You will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Mobile Deposit Service, copy or reproduce all or any part of the technology or Mobile Deposit Service; or interfere with the technology or Mobile Deposit Service.

We and Our technology partners, inclusive of, but not limited to, Access Softek, Inc., and SmartPay Ensenta Solution provided by Jack Henry & Associates, Inc., retain all rights, title and interests in and to the Services and any related software made available to You.

17. **Termination.** Either party may terminate this Agreement and the Mobile Deposit Service without prior notice. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) You will immediately cease using the Mobile Deposit Service, and (ii) You shall promptly remit all unpaid monies due under this Agreement. You may terminate Mobile Deposit by contacting JFCU at any time by calling Us at: 800.426.3556, writing Us at: JetStream Federal Credit Union, PO Box 5487, Miami Lakes, FL. 33014. Upon Your request, JFCU will terminate service within 10 Business Days of notification. JFCU reserves the right to terminate this Agreement or limit Your use of Mobile Deposit at any time and for any reason at Our discretion reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Examples of when We may cancel this Agreement and the use of Mobile Deposit without prior notice include, but are not limited to:

- If You breach this or any other agreement We may have with You;
- If We have reason to believe that there has been or may be an unauthorized use of Your User ID password and Authentication Method or account(s);
- If there is conflicting claims as to the funds in any of Your account(s);
- If You request Us to do so;
- If You have insufficient funds in any one of Your JFCU accounts.

Termination will not affect Your liability or obligations under this Agreement for transactions that have been processed on Your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to Mobile Deposit and does not terminate Your other relationships with Us.

Any termination will not affect obligations arising prior to termination, such as the obligation to process any checks and electronic items (including returned electronic items) that were in the process of being transmitted or collected prior to the termination date.

In addition, You will keep Your Account(s) at JFCU open until final payment with respect to all processing fees, and will maintain funds in such Account(s) in amounts and for a period of time determined by JFCU in its reasonable discretion to cover any outstanding checks and Your obligations for returns of checks, warranty claims, fees and other obligations.

If any such liabilities exceed the amount in the applicable Account, JFCU may charge such excess against any of Your other accounts at JFCU, and You will pay immediately upon demand to JFCU any amount remaining unpaid. You will also continue to retain checks and forward checks to JFCU.

JFCU may immediately suspend or terminate Your access to the Mobile Deposit Service if JFCU reasonably determines such action is necessary in order to protect the Mobile Deposit Service or JFCU from harm or compromise of integrity, security, reputation, or operation.

18. **Enforcement.** You agree to be liable to JFCU for any liability, loss, or expense as provided in this Agreement that JFCU incurs as a result of any dispute involving Your accounts or the Mobile Deposit Services. You authorize JFCU to deduct any such liability, loss, or expense from Your Account without prior notice to You.

VIII. EXTERNAL ACCOUNTS TRANSFER SERVICE AGREEMENT

With the External Accounts Transfer Service, You may transfer funds from Your eligible JFCU account(s) to Your other financial institutions ("External Account(s)") and from Your other financial institutions to Your JFCU account(s). Please take a moment to read this External Accounts Transfer Service Agreement (referred to throughout as the "Agreement").

1. **Acceptance of Terms.** This Agreement establishes the terms and conditions (the "Terms") that Our service provider and JFCU will provide and You may use the External Accounts Transfer Service and forms as a legally binding agreement between You and JFCU. By setting up an External Account, You agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. JFCU reserves the right to change the Terms under which the External Accounts Transfer Service is offered in its sole discretion at any time. You agree that if You continue to use the External Accounts Transfer Service after We notify You of any change, You thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If You do not agree to the changes, or if at any time You wish to discontinue Your use of the External Accounts Transfer Service, send JFCU an email at eservices@jetstreamfcu.org. Once Your Account with JFCU has terminated for any reason, You will have no further right or access to use the External Accounts Transfer Service.
2. **Information Authorization.** We reserve the right to deny You access to the External Accounts Transfer Service if We cannot verify Your identity or other necessary information. We also reserve the right to obtain such additional information as We deem reasonable or necessary to insure that You, or persons to whom You may transfer funds, are not using our External Accounts Transfer Service in violation of Applicable Law, including, but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

We may verify Your Accounts that You add to the External Accounts Transfer Service from time to time. JFCU may use Plaid Instant Account Verification to verify your External Account(s). This service is provided by Plaid Inc. and is available to eligible members at JFCU's sole discretion. This service is governed by the Plaid End User Privacy Policy, the terms of which are incorporated into this Agreement by reference. Contact [insert Credit Union contact information] for further information.

Alternatively, you authorize Us to validate the Accounts through the use of test transfers, in which more than one low value payment will be credited to and debited from the External Account(s). The test credits will always occur before the test debit and will always be of the sum amount, so that the

balance of Your External Account(s) will never be less than the actual balance. Once the test transfers are complete You will access Your External Account(s) to obtain the amount of the test credit(s) and validate each amount by logging in to Digital Banking or Your Digital Banking mobile app.

3. **User Content.** Subject to Our Privacy Policy, You agree that JFCU may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") You provide to JFCU for the purpose of providing the External Accounts Transfer Service, and You hereby give Us a license to do so. By submitting Content, You represent that You have the right to license such Content to Us for the purposes set forth in this Agreement.
4. **Accounts .** You understand that in order to complete fund transfers, it is necessary for JFCU and Our service provider to access the websites and databases of Your bank and other institutions where You hold External Accounts, as designated by You and on Your behalf, to retrieve information and effect the fund transfer You request. By using the External Accounts Transfer Service, You represent and warrant to Us that You have the right to authorize and permit Us to access Your External Accounts to affect such funds transfer or for any other purpose authorized by this Agreement, and You assure Us that by disclosing and authorizing Us to use such information You are not violating any third party rights. You warrant and represent that the information You are providing JFCU is true, current, correct and complete. You hereby authorize and permit Us and Our service provider to use information submitted by You to accomplish these purposes and to configure the External Accounts Transfer Service to be compatible with the External Accounts. You understand and agree that at all times Your relationship with each External Account provider is independent of JFCU and Your use of this External Accounts Transfer Service. We will not be responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any External Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN JFCU AND OUR SERVICE PROVIDER IS AFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, WE AND OUR SERVICE PROVIDER ARE ACTING AS YOUR AGENT AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that JFCU, its service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by You.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE EXTERNAL ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE EXTERNAL ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF EXTERNAL ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE EXTERNAL ACCOUNTS.

Not all types of accounts are eligible for External Accounts Transfer Service. Be sure to check with Your financial institution for restrictions regarding transfers among Your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of Your Account or those imposed by Applicable Law.

5. **Privacy Statement and Confidentiality.** We regard Your privacy and security with the utmost importance and We are absolutely committed to safeguarding any information that You share with us. In order to provide the External Accounts Transfer Service, We must obtain from You certain personal information about You, Your Accounts and Your transactions (referred to herein as "User Information"). You represent that You have the right to provide such User Information and that You give Us the right to use the User Information in accordance with Our privacy statement.

All of Your personal and financial information will be placed on a secure portion of Our website. We do not use any persistent "cookies" on the browser to store any personal information. You can see a full description of Our privacy statement by visiting <https://jetstreamfcu.org/online-privacy/>.

6. TRANSFER TYPES AND LIMITATIONS

1. **Types of Transfers.** Transfers can be between Your JFCU Accounts and Your accounts at other financial institutions. Please ensure that You have sufficient funds to affect any funds transfers from Your Accounts. We may at any time decline to execute any funds transfers that We believe may violate Applicable Law.
 2. **Dollar Amount of Transfers.** You may not make funds transfers in excess of limits described on the External Accounts Transfer Service. We reserve the right to change from time to time the dollar amount of funds transfers You are permitted to make using Our External Accounts Transfer Service.
 3. **Outbound Transfers** (from Your JFCU account into Your External Account at another financial institution) have a \$2,000 per transaction and \$6,000 per day limit. JFCU may, in its sole discretion, offer You higher limits. Outbound transfers are typically d. credited to Your other account within two (2) to four (4) Business Days.
 4. **Inbound Transfers** (from Your other financial institution into Your JFCU account) have a \$2,000 per transaction and \$6,000 per day limit. JFCU may, in its sole discretion, offer You higher limits. Inbound transfers are typically credited to Your JFCU account within two (2) to four (4) Business Days.
7. **Cancel or Modify Transfers.** To cancel (delete) or modify any scheduled external funds transfer (including recurring transfers), go to Transfer activity and select the transfer. To cancel a transfer, select Delete transfer. To modify a transfer, select Edit transfer. You can also call Us during normal business hours at 800.426.2556 to cancel or modify a transfer. There is no charge for deleting or modifying a scheduled transfer. You can delete or modify a transfer by 11:59 pm ET the day before the transfer is scheduled. Once the transfer has begun processing, it cannot be deleted or modified; after the payment has completed processing, recurring future dated transfers can be deleted or modified.

8. **Transfers Subject to the Rules of the Accounts.** All funds transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to affect any funds transfers from or to an Account or External Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of anti-money laundering laws and OFAC sanctions.
9. **REJECTION OF TRANSFERS.** We reserve the right to decline to affect any funds transfers, to submit funds transfer instructions or orders or to carry out change or cancellation requests.
10. **Authorization.** You authorize Us to select any means to execute Your funds transfer instructions. You understand that to affect Your funds transfer instruction We utilize the Automated Clearing House (ACH), using applicable ACH Rules; We debit one of Your Accounts and credit another one of Your Accounts. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, You authorize Our service provider to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if We cannot collect the amount credited. To effect this collection, You understand and authorize Us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the Account.

You understand and agree that We may from time to time impose additional charges in connection with Your funds transfer transactions. We will notify You of such fee in advance of the transaction. If You choose to proceed with the transaction, You authorize Us to debit Your account in the amount indicated. In the event that a debit to any of Your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and We are unable to debit either the debited or the credited Account as set forth above, We reserve the right, and You hereby authorize Us, to debit any of Your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify You in such event, other than by posting any such transfer or transfers to the applicable Account in accordance with this Agreement (see "Documentation," below).

11. **Suspension and Reinstatement of External Accounts Transfer Service.** In the event that We at any time incur a problem with Your use of the External Accounts Transfer Service or for any other reason, including without limitation a failure in External Accounts Transfer Service to debit any of Your Accounts or to collect with respect to any of Your funds transfers as described above, and without limiting any other right or remedy that We may have under this Agreement or otherwise, We reserve the right to suspend Your right to use the External Accounts Transfer Service, immediately and without prior notice to You. You understand and agree that such action is reasonable for Us to take in order to protect ourselves from loss. In the event of such suspension, You may request reinstatement of Your service by contacting Us using any of the methods provided for under this Agreement (see "Error Reporting and Claims," below). We reserve the right in Our sole discretion to grant or deny reinstatement of Your use of the External Accounts Transfer Service. In the event We agree to reinstate You, We reserve the right to, and ordinarily will, initially reinstate Your External Accounts Transfer Service subject to lower monthly dollar limits and/or with other restrictions than otherwise might be available to You. Based upon Your subsequent usage of the External Accounts Transfer Service, JFCU in Our sole discretion may thereafter restore Your ability to affect transfers subject to such higher limits as may then be in effect (see "Dollar Amount of Transfers," above).
12. **Documentation.** We will notify You that We have received funds transfers by listing them on Your Account statement. Statements are delivered electronically or by mail. We are not obligated to send You a separate notice of each incoming funds transfer. We generally do not provide such separate notices. We are not obligated to pay You interest for the period before the transfer is received. If You are expecting a funds transfer and want to find out if it has been credited to Your JFCU account, log into Digital Banking or contact us at 800.426.3556.
13. **Your Responsibility for Errors.** You understand that We must rely on the information provided by You and You authorize Us to act on any instruction which has been or reasonably appears to have been sent by You, to submit funds transfer instructions on Your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if You provide Us with incorrect information or if there is any error in Your instruction We will make all reasonable efforts to reverse or delete such instructions, but You accept full responsibility for losses resulting from any of Your errors, duplication, ambiguities or fraud in the information that You provide. You agree not to impersonate any person or use a name that You are not authorized to use. If any information You provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, JFCU reserves the right to recover from You any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.
14. **Contact in the Event of Unauthorized Transfer.** If You believe that someone has transferred or may transfer money from Your Account without Your permission, immediately call Us at: 800.426.3556, Option 0, submit a claim through Digital Banking, send Us a Secure Message through Our Digital Banking Message Center, or email Us at eservices@jetstreamfcu.org.
15. **Consumer Liability.** Please refer to JFCU's account disclosures on www.jetstreamfcu.org/online-forms-disclosures and the Consumer Liability section below.
16. **Error Reporting and Claims.** In case of errors or questions about Your funds transfers, email Us at eservices@jetstreamfcu.org or telephone us at 800.426.3556. Please also refer to JFCU's account disclosures on www.jetstreamfcu.org/online-forms-disclosures and the Error Resolution Notice terms below.
17. **No Unlawful or Prohibited Use.** As a condition of using the External Accounts Transfer Service, You warrant to Us that You will not use the External Accounts Transfer Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any

Applicable Law or regulation. You further warrant and represent that You will not use the External Accounts Transfer Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the External Accounts Transfer Service. You may not obtain or use External Accounts Transfer Service to obtain any materials or information through any means not intentionally made available or provided for through the External Accounts Transfer Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

18. **Fees, Service Changes and Discontinuation.** We reserve the right to charge a fee for the use of the External Accounts Transfer Service and any additional services or features that We may introduce. You understand and agree that You are responsible for paying all fees associated with the use of Our External Accounts Transfer Service, as listed in Your Fee Schedule.

Once Your account with JFCU has terminated for any reason, You will have no further right or access to use the External Accounts Transfer Services and JFCU will not access Your External Accounts thereafter for any reason. If Your Digital Banking becomes inactive, You will be deleted from Digital Banking and removed from the External Accounts Transfer Service.

19. **Security Procedures.** You understand that the financial institution at which an External Account is maintained may contact Us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as Your agent, We may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such Account.

20. **Deviating from Security Procedures.** You agree to allow Us to authorize any financial institution at which You have an External Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between You and such financial institution, or between Us, on Your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by You directly or by Us on Your behalf. In addition, You agree that We may authorize such financial institutions to charge and debit Your accounts based solely on these communications.

21. **Account Number Policy.** If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if the account number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and account numbers. In addition, You agree that We have no responsibility to investigate discrepancies between names and account numbers.

22. **Means of Transfer.** You authorize Us to select any means We deem suitable to provide Your funds transfer instructions to the applicable financial institution. We may select any intermediary financial institution, funds transfer system or means of transmittal to send Your funds transfer. Our selection may differ from that indicated in Your instructions. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that Your transfer requests are processed on time; however, We reserve the right to hold funds beyond the normal period.

23. **Our Liability.** You agree that Your transfer instructions constitute authorization for Us to complete the transfer. You represent and warrant to Us that You have enough money in the applicable Accounts to make any funds transfer You request that We make on Your behalf through the External Accounts Transfer Service. You understand and agree that We are not liable under any circumstances for any losses or damages if, through no fault of Ours, You do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if Your financial institution does not permit the transfer. See the Limitation of Liability section below for more information about Our limits of liability.

24. **Miscellaneous.** You understand and agree that Our service provider is not a bank, a broker-dealer firm or any other kind of financial institution. You represent and warrant that You are who You claim to be; that You are the rightful owner of all Content and the Accounts linked for the purposes of the External Accounts Transfer Service and that You are rightfully authorizing Us to access the Accounts.

You agree that Our rights and remedies arising out of any breach of Your representations and warranties in this Agreement, the limitations on Our liability and Our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions.

This Agreement shall take effect immediately upon You establishing an External Account for the External Accounts Transfer Service.

IX. GENERAL TERMS

The following terms apply broadly to all Digital Banking Services.

1. **Cancellation.** Except as otherwise stated as to any Digital Banking Service, You may cancel Digital Banking or any Digital Banking Service by calling 800.426.3556, send Us a Secure Message through Our Digital Banking Message Center, or visiting one of Our branches. You can cancel SMS text messaging by texting QUIT to 86020. You must notify Us at least 10 days prior to the date on which you wish to have Your Service terminated. We may require that You put Your request in writing. If You have scheduled payments with within this 10-day period, You also must separately cancel those payments. If We have not completed processing your termination request and You have not otherwise canceled a payment, You will be responsible for payments during the 10 days following Our receipt of Your written notice of termination and all accrued fees and charges. If there is more than one account owner or if more than one person is authorized to access the account through the Service, We may terminate the Service upon the request of any account owner or person authorized to access the account. We may cancel or suspend your right to access Digital Banking or any Digital

Banking Service, in whole or in part, at any time without notice. Upon termination, You will remain liable for payments, transfers and other transactions in process and all accrued fees and charges.

We reserve the right to prevent access to the Service and/or refuse to process any payment or transfer for security reasons or if We suspect fraud. You agree to cooperate with Us in the investigation and prosecution of any person who has obtained and used Your user ID and password without Your authorization.

2. **Consumer Privacy and Confidentiality.** The importance of maintaining the confidentiality and privacy of the information provided by Our members is one of Our highest priorities. Subject to Applicable Law, We will disclose information to third parties about You and Your Accounts or the transfers You make: (i) where it is necessary for completing transfers or other transactions; (ii) to verify the existence and condition of Your account for a third party, such as a credit bureau or merchant; (iii) to comply with government agency or court orders; (iv) if You give Us permission; (v) as stated in the Our Online Privacy Policy; (vi) where it is necessary for activating additional services; (v) to a consumer reporting agency for research purposes, or as allow by law, and (vi) as otherwise required or permitted by law or government regulation. You should carefully review Our [Online Privacy Policy](#) which is available by visiting: <https://jetstreamfcu.org/online-privacy/>
3. **Viruses and Other Protection.** You are responsible for taking and maintaining security precautions to protect Your computer, Device, data, and system. You agree that JFCU is not responsible for any electronic virus, spyware, or malware that You may encounter using the Service. JFCU encourages You to routinely scan Your computer and/or mobile device used to access the Service using quality up-to-date, reliable virus, spyware, and malware protection product to detect and remove any virus, spyware, and malware found. Similar such software should be utilized to protect Your computers or Devices in real-time. Undetected or unrepaired, a virus, spyware, or malware may corrupt and destroy Your programs, files and even Your hardware. You are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Your computers or Devices, and for protecting, securing and backing up any data and information stored in or on Your operating systems. JFCU is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Your computers or Devices or accessed through an internet connection.
4. **Electronic Disclosures and Communications.** Unless otherwise required by Applicable Law or pursuant to Your written request, in the event that We are required to provide a notice or other communication to You in writing related to the Service, that notice or other communication may be sent to You electronically to Your email address as reflected in JFCU's then current records, posted to Digital Banking, or sent via Your Digital Banking account. All such notices shall be sent in accordance with Your Electronic Records Consent Agreement.

You agree that JFCU may send notices and information about Our products or services to You electronically, to the extent allowed by law. Any notice JFCU gives You concerning the Service is effective when JFCU sends You an electronic message or when JFCU mails or delivers the notice to You at the address We have for You in JFCU's records or when JFCU posts the notice to Digital Banking. JFCU may also display a notice to You within the Service. Any notice JFCU sends You will be deemed to have been received by You within three days of being sent. If any of Your accounts has more than one co-owner, notice to any one joint owner will be considered effective notice to all. You may request a paper copy of the information up to sixty (60) days after receiving JFCU's electronic message. Subject to Applicable Law, updates to this Agreement, as well as all disclosures, notices and other communications regarding the Service will be provided to You within the Service. You can obtain free copies of any of these documents by contacting JFCU at 800.426.3556 during business hours.

If You have registered for the Service and You wish to withdraw Your consent to have communications provided in electronic form, You must cancel any pending transfer requests (within the time period permitted by the Service cancellation policies) and stop using the Service. You may contact Us at 800.426.3556 or write to Us at: PO Box 5487, Miami Lakes, FL 33014 to withdraw Your consent to receive electronic communications.

5. **Hardware and Software Requirements.** In order to access and retain electronic communications and access and use the Services, You must have:
 - An Internet browser that supports 128-bit encryption
 - PDF file access
 - Email account and email software capable of reading and responding to email messages.
 - A personal computer and/or Mobile Device, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
 - Sufficient electronic storage capacity on Your computer's hard drive or other data storage unit.
6. **Proprietary Rights.** You acknowledge and agree that JFCU and/or Our service providers own all rights in and to the Services. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile Our and/or Our service provider's Services or technology.
7. **Grant of Security Interest.** As security for Your obligations to JFCU under this Agreement, You grant to Us a present and continuing security interest in the following: (i) all of Your accounts and all distribution/collection points related to any one or more of Your Accounts associated with the Service; (ii) all now existing and all hereafter arising contract rights relating to Your Accounts associated with the Service and the distribution/collection points related to any one or more of Your accounts; (iii) all cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities and other items of value or payment intangibles belong to You or payable to You, which are now in or may in the future be in or paid or deposited to Your accounts and which are now in or may in the future be in or deposited in any distribution/collection points related to any of Your accounts; and (iv) all present proceeds and future proceeds of or related to the foregoing accounts, depository/collection points and cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities and other items of value or payment intangibles.
8. **YOUR INDEMNIFICATION OBLIGATION.** You understand and agree that You are required to indemnify Us, Our employees, officers, and agents and hold Us, Our employees, officers, and agents harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including

reasonable attorneys' fees and expenses arising from Your use of the Service and/or breach of this Agreement and/or any Applicable Law. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that You are required to indemnify Our technology partners and hold harmless its affiliates, officers, employees and agents from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Your use of the Service, unless such claim directly results from an action or omission made in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement. We reserve the right to defend/control at Our own expense any matter otherwise subject to indemnification by You. In such a case, You will cooperate with Us in asserting any available defenses. You won't settle any action or claims on Our behalf without Our prior written consent.

You are providing this indemnification without regard to whether Our claim for indemnification is due to the use of the Service by You or joint owners on Your account.

9. **DISCLAIMER OF WARRANTIES.** We are not responsible for any loss, damage or injury resulting from an interruption in the availability of the Service, or any computer virus You may encounter using the Service. We encourage You to routinely scan Your electronic Devices using a reliable virus protection product to detect and remove viruses from Your Mobile Devices and other electronic Devices.

YOU AGREE THAT YOUR USE OF SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR FREEDOM FROM MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE. WE MAKE NO WARRANTY THAT SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY SERVICE OR TECHNOLOGY WILL BE CORRECTED.

WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE EXTERNAL ACCOUNTS TRANSFER SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

10. **LIMITATION OF LIABILITY.** If We do not complete a transfer to or from Your Account on time or in the correct amount according to Our agreement with You, We will be liable for Your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of Ours, You do not have enough money in Your Account to make the transfer.
2. If You have an overdraft line and the transfer would go over the credit limit.
3. If the funds in Your Account are subject to legal process or other encumbrance restricting such transfer.
4. If a Recipient mishandles or causes delays in handling payments sent by Us.
5. If You have not provided Us with the correct Recipient name, address, account information, payment amount, or any other information necessary to complete the transfer.
6. If the account holding institution fails to timely credit an outbound transfer to Your External Account for reasons beyond Our control.
7. If the Service was not working properly and You knew about the breakdown when You started the transfer.
8. The payment is refused or returned by Recipient or Recipient's Financial Institution.
9. If circumstances beyond Our control (such as fire or flood, delay in US Mail, interruption of Your electrical power or telephone, the disconnecting of Your telephone line by your local telephone company or from deficiencies in Your line quality or any defect or malfunction of Your electronic Device, operating software, modem or telephone line) prevent the transfer, despite reasonable precautions that We have taken.
10. There may be other exceptions stated in this Agreement or Our Account Disclosures with You.

YOU AGREE THAT WE OR ANY OF OUR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY SERVICE S, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

11. **CONSUMER LIABILITY.** Tell Us AT ONCE if You believe Your card and/or code has been lost or stolen, or if You believe that an electronic fund transfer has been made without Your permission using information from Your check or draft. Telephoning is the best way of keeping Your possible losses down. You could lose all the money in Your account (plus Your maximum overdraft line of credit). If You tell Us within 2 Business Days after You learn of the loss or theft of Your card and/or code, You can lose no more than \$50 if someone used Your card and/or code without Your permission.

If You do NOT tell Us within 2 Business Days after You learn of the loss or theft of Your card and/or code, and We can prove We could have stopped someone from using Your card and/or code without Your permission if You had told Us, You could lose as much as \$500.

Also, if Your statement shows transfers that You did not make, including those made by card, code or other means, tell Us at once. If You do not tell Us within 60 days after the statement was mailed to You, You may not get back any money You lost after the 60 days if We can prove that We could

have stopped someone from taking the money if You had told Us in time. If a good reason (such as a long trip or a hospital stay) kept You from telling Us, We will extend the time periods.

12. **ERROR RESOLUTION NOTICE.** In Case of Errors or Questions About Your Electronic Transfers, Call Us at 305.821.7060 or 800.426.3556, write to Us at JetStream Federal Credit Union, Member Services, P.O. BOX 5487, Miami Lakes, FL 33014, email Us at eservices@jetstreamfcu.com, submit a claim through Digital Banking, or send Us a Secure Message through the Digital Banking Message Center as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transfer listed on the statement or receipt. We must hear from You no later than 60 days after We sent the FIRST statement on which the problem or error appeared.

1. Tell Us Your name and account number (if any).
2. Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
3. Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days (5 Business Days for Debit Card point-of-sale transactions processed by Visa) (20 Business Days if the transfer involved a new account) after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days (90 days if the transfer involved a new account, a point-of sale transaction, or a foreign-initiated transfer) to investigate Your complaint or question. If We decide to do this, We will credit Your account within 10 Business Days (5 Business Days for Debit Card point-of-sale transactions processed by Visa) (20 Business Days if the transfer involved a new account) for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 Business Days, We may not credit Your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of You already has an established account with Us before this account is opened.

We will tell You the results within three Business Days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation.

13. **Limits.** We reserve the right to impose different limits on the daily and monthly dollar amount(s) You may send using any Service and to modify such limits from time to time. This includes, but is not limited to, the individual transfer, daily, and monthly limits on transfers You can send between your JFCU accounts and to other JFCU members.
14. **Entire Agreement.** This Agreement, as it may be amended from time to time, together with any other disclosures or documents provided to You about Your Services and Accounts, contains the entire agreement between You and Us and supersedes any other or oral communications and previous agreements, if any, with regard to Services. The most current version of this Agreement as it appears on Our website, including any amendments that We may make from time to time, constitutes the entire agreement between Us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Services.
15. **Governing Law, Venue, Attorney's Fees.** Any Account will continue to be governed by the laws of the State of Florida. This Agreement will be construed and interpreted in accordance with federal law applicable to Services and to the extent not superseded by federal law, the laws of the state of Florida without regard to conflict-of-law rules. Subject to Your Binding Arbitration and Class Action Waiver and the Arbitration Agreement terms below, any disputes regarding this Agreement shall be within the jurisdiction of the courts of Miami-Dade County, Florida. If legal action is necessary to enforce this Agreement or collect any amounts owing under this Agreement, the prevailing party has the right, subject to Applicable Law, to payment by the other party of all attorney's fees and costs, including fees on any appeal and any post-judgment collection actions. The parties agree that such legal action shall be filed and heard in Miami-Dade County, Florida, if allowed by Applicable Law.
16. **Arbitration Agreement.** Any dispute arising from or relating to Your Account, this Agreement, or any transaction conducted through the Service will at Your election or Our election be resolved by binding arbitration in accordance with the arbitration agreement contained in the applicable Account Agreement. You agree that any such arbitration will be held in Miami-Dade County, Florida.
17. **Waivers.** No delay or omission by Us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by Us.
18. **Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of Our rights and responsibilities under this Agreement to any third parties without Your consent.
19. **Amendments.** We may amend this Agreement from time to time by posting the amended Agreement on Our website along with a notice this Agreement has been amended or by any other reasonable notification method, if such notice is required by law. You may obtain the most recent version of this Agreement by visiting Our website or calling 800.426.3556 to request a copy. Continued use of the Service following notice of amendment constitutes acceptance of any amendments to this Agreement.
20. **Severability.** If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.

21. **Survival.** The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, shall survive the termination of this Agreement.
22. **Joint Accounts.** When Your Service is linked to one or more joint accounts, We may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same User ID will be identified as one Service. If any one or more of Your Accounts has joint owners, each joint owner will be jointly and severally liable for any obligation which arises from the use of the Service.
23. **Alerts Terms and Conditions.** JFCU, through Digital Banking, may at Our option send one or more email alerts on transactions or other activities pertaining to Your Accounts visible through Digital Banking. In addition, , You may select to receive specific alerts for specific accounts for delivery by SMS text message, push notification, and or to Your email address on record with Us. This alert service shall not modify any right or obligation that You or We may have under Applicable Law or any agreement with JFCU. By using Digital Banking and selecting specific alerts, You acknowledge and agree We shall have no liability if any other person accesses, views, uses or discloses Your notification content as all alerts are sent via unencrypted means through an unsecured Internet. You understand and agree that delivery of notification is not guaranteed and may be subject to delay or non-receipt due to reasons that are not in control to JFCU. You also agree that We are not responsible for any action not taken by You due to an alert or transaction triggering an alert. Any fees associated with receipt of these alert notifications that are applied by Your Cellular or Internet Service Provider are Your sole responsibility. Alert notifications will never include full account information, User IDs, or passwords. Some information regarding balances and transactions may be included. You hereby consent to Our delivery of these alerts to Your Designated mobile number, Mobile Device, and or email Address, and You acknowledge that anyone with access to Your Mobile Device or personal email account may be able to access this information. This service is provided for informational use only and should not replace Your normal banking habits or processes. We may stop the alert notifications at any time, or may begin to charge a fee as determined.
24. **Message Center.** The Service provides You with the ability to send and receive electronic messages to and from Us (each a "Secure Message"). Please remember We will not immediately receive a Secure Message sent by you. No action will be made on any Secure Message you send to Us until We actually receive Your Secure Message and have a reasonable opportunity to act on it.

Electronic messaging CANNOT be used to notify Us of forgotten or stolen User IDs or passwords; nor can electronic messaging be used to notify Us of unauthorized transactions. Notification of these occurrences must be done as specified in this Agreement. From time to time, We may send important notices to You concerning Your use of the Service by electronic messaging.

25. **Third Party Links.** JFCU makes links to other sites on the World Wide Web available to You. We believe the links from Digital Banking are to reputable companies. However, We make no representations or warranties regarding the non-JFCU websites or the companies maintaining them or the accuracy of the information contained on any non-JFCU websites. We do not control or monitor such websites, and We do not endorse the content or the use of any other Website. If You choose to access non-JFCU Websites through links on Our pages, You accept responsibility for all related risks and agree that JFCU has no liability to You or any other party for any loss or damage which may be incurred by You as a result of these third party websites and services.
26. **Tools and Calculators.** The Site may contain tools and calculators provided by Us or Our vendors as a service to You for educational purposes only. JFCU and its vendors do not guarantee the accuracy of these tools or calculators or the results and expressly disclaim all liability for any damages of any kind arising out of Your use of these tools and calculators.
27. **Account Aggregation.** We may offer a service by which You can aggregate your JFCU account information with information about Your accounts at other financial institutions. This service is provided by a third-party vendor (the "Aggregator"), and JFCU disclaims any and all warranties or representations regarding this service including, but not limited to, any warranties We have made to You regarding the confidentiality or security of Your account information. JFCU also disclaims any and all liability for damages that You or any third party incurs due to Your use of an aggregation service and You agree to indemnify Us against any third-party claims that arise out of Your use of an aggregation service, even if those claims arise out of the actions or inactions of the Aggregator. If You opt to use an aggregation service, You will agree to the terms provided by the Aggregator in addition to the terms in this Agreement. You understand that the Aggregator will have full access to Your JFCU account(s), which may include non-public personal information such as Your account number(s), date of birth, social security number, name, and address. You also understand that using an aggregation service may expose You to increased privacy, security, and fraud risks. If You have any questions about the risks associated with the aggregation service, please contact Us before using this service.
28. **Electronic Signature.** You consent and agree that by checking the box under "Agreement," You have read this Online and Mobile Banking Agreement and agree that Your provision of certain personal information (including, but not limited to, Your name, date of birth, social security number, and member number) as part of Your Digital Banking registration, constitutes Your signature, acceptance and agreement to the terms and conditions of this Agreement as if actually signed by you in writing. Further, You agree that no certification authority or other third party verification is necessary to the validity of Your electronic signature. You agree that the lack of such certification or third party verification will not in any way affect the enforceability of Your signature or any resulting contract between You and JFCU.