

Bill Pay Agreement

The use of this Bill Pay Agreement (this "Agreement") requires that you read and agree to the terms and conditions contained herein. This Agreement between you and Del-One Federal Credit Union ("Credit Union," "we," "our," or "us") governs your use of the bill pay services (the "Services"). The Services allow you to make one-time or recurring payment to others from your account using the Credit Union's Services contained within the online or mobile banking portals (collectively, "Online Banking"). The payment for each bill payment transaction requested will be debited from your account immediately upon submission of the bill payment request.

When you use the Services, or authorize others to use them, 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 SERVICES.**

1. **Use of Online Bill Pay.** The Service permits you to send funds: (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 the Credit Union; 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 nonbusiness 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 Service when you are scheduling the payment. Therefore, the 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, the Credit Union 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.
 - 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 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 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 Online Banking session during which you schedule a payment or transfer ends by 5:00pm ET on a business day, the 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 Service: (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, (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 the Credit Union has no obligation to monitor your use of the Service for transactions and activity that are impermissible or prohibited under the terms of this Agreement; provided, however, that Credit Union reserves the right to decline to execute any transaction or activity that Credit Union 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 SERVICE.

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

- a. By providing the 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 Service to follow the information provided by you to the 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 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 Service may debit your Payment Account without requiring your signature on the item and without prior notice to you.
- c. When the Service receives a Payment Instruction, you authorize the 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 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 Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:
 - i. If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
 - ii. The payment processing center is not working properly and you know or, to the extent reasonably practicable, have been advised by the Service about the malfunction before you execute the transaction;
 - iii. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, email address, or account information for the Payee or Non-Biller Payee; and/or,
 - iv. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction.

Provided none of the foregoing exceptions are applicable and you have a consumer account, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper 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 Service and the Credit Union will be set forth in Section 5, below.

5. Additional Provisions Applicable Only to Business Accounts.

- a. **Protecting Your Login Credentials.** You agree that the Credit Union 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 the Credit Union 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 name 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. **The Credit Union 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 the Credit Union has had a reasonable opportunity to act on that notice.** The Credit Union 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. The Credit Union will have no liability for such suspension or cancellation.

- c. **Acknowledgement of Commercially Reasonable Security Procedures.**¹ By using Online Banking, you acknowledge and agree that you have been provided with a disclosure of the security procedures for electronic banking transactions, and that said security procedures are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which the Credit Union implements in compliance with these procedures, unless you have given the Credit Union prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).
 - d. **Limitations of the Credit Union's Liability.** If the Credit Union fails or delays in making a payment or transfer pursuant to your instructions, or if the Credit Union makes a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, the Credit Union's liability shall be limited to interest on the amount that the Credit Union 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 instructions. The Credit Union 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 the Credit Union's payment to either party will fully discharge any obligation to the other. If the Credit Union makes a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if the Credit Union permits an unauthorized payment or transfer after the Credit Union has had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, the Credit Union'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 the Credit Union 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 Credit Union in the district where the Credit Union 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 the Credit Union 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.** You may cancel or edit any scheduled payment (including recurring payments) by following the directions within the Service. There is no charge for canceling or editing a scheduled payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.
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8. **Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The 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 the Credit Union at 302-739-4496. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service 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 Service, however such payments are discouraged and *will be scheduled at your own risk*. In no event shall the Service or Credit Union be liable for any claims or damages resulting from your scheduling of these types of payments. The Service and Credit Union have 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 the Service or Credit Union.

10. **Bill 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 Service's electronic bill options, you also agree to the following:
 - a. **Information Provided to the Payee.** The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail 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 Service may, at the request of the Payee, provide to the Payee your e-mail 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 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 the Credit Union to be your authorization for the Credit Union to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide the Credit Union with your user name and password for that Payee. By providing the Credit Union with such information, you authorize the Credit Union to use the information to obtain your bill data.

- d. **Notification.** The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail 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 logon to the 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 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. The Service 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 Service 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. **Disclaimer of Warranties.** YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE, ANY THIRD PARTY SOFTWARE MADE AVAILABLE TO YOU THROUGH THE CREDIT UNION, AND ANY RELATED UPDATES OR UPGRADES, ARE MADE AVAILABLE TO YOU THROUGH THE CREDIT UNION ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICE OR ANY THIRD PARTY SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE, AND THE CREDIT UNION HEREBY DISCLAIMS ALL SUCH WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT THE SERVICE OR ANY THIRD PARTY SOFTWARE WILL OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. THE CREDIT UNION SHALL NOT HAVE ANY LIABILITY TO YOU OF ANY KIND ARISING OUT OF YOUR SELECTION OR USE OR NON-USE OF THE THIRD PARTY SOFTWARE OR ANY OTHER ALTERNATIVE PRODUCTS OR SERVICES, AND IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY DAMAGES AGAINST THE CREDIT UNION OF ANY KIND ARISING OUT OF YOUR USE OF THE SERVICE OR YOU SELECTION OR USE OR NON-USE OF THE THIRD PARTY SOFTWARE OR ANY OTHER ALTERNATIVE PRODUCTS OR SERVICES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED THE CREDIT UNION OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THE FOREGOING IS INTENDED TO ALTER ANY RIGHT OR REMEDY YOU MAY BE ENTITLED TO PURSUANT TO ANY WRITTEN AGREEMENT BETWEEN YOU AND THE APPLICABLE THIRD PARTY VENDOR OF ANY APPLICABLE THIRD PARTY TOOL.

IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED WITH A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

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

12. **Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, the Credit Union and/or the Service will disclose information to third parties about your account or the transactions you make ONLY in the following situations:
- a. Where it is necessary for completing transactions;
 - b. Where it is necessary for activating additional services;
 - c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
 - d. To a consumer reporting agency for research purposes only;
 - e. In order to comply with a governmental agency or court orders; or
 - f. If you give us your written permission.
13. **Service Fees and Additional Charges.** Any applicable fees will be charged regardless of whether the 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. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
14. **Failed or Returned Transactions.** In using the Service, you are requesting the 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 the Service immediately upon demand the transaction amount that has been returned to the Service;
 - b. You will reimburse the Service for any fees imposed by us as a result of the return;
 - c. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
 - d. The Service is authorized to report the facts concerning the return to any credit reporting agency.
15. **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. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.
16. **Payee/Non-Biller Payee Limitation.** The Service reserves the right to refuse to pay any Payee or Non-Biller Payee to whom you may direct a payment. The 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.
17. **Returned Payments.** In using the Service, you understand that Payees/Non-Biller Payees and/or the United States Postal Service may return payments to the 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 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 Service.
18. **Information Authorization.** Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. If your account was added online the Service may issue offsetting debits and credits to your accounts used for external transfers within the Service, and require confirmation of such from you in order to verify ownership of your Payment Account(s). You agree that the Service reserves the right to obtain financial information regarding your account from a Payee or the Credit Union (for example, to resolve payment posting problems or for verification).
19. **Term and Termination.** Your Service will become effective on the date that you enroll an account for the use of the Service and shall remain in full force and effect until termination in accordance with the following provisions:
 - a. **Termination for Cause:** The Service or the Credit Union may immediately terminate your use of the Service without notice under the following conditions: (a) You do not pay any fee required by any agreement you have with the Credit Union or the 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 account is inactive for a period of 120 days.

- b. **Termination for Convenience:** The Credit Union may terminate the Service at any time without prior notice 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 Service, the Credit Union reserves the absolute right to terminate all access to the Services upon the request of the account owner, any account co-owner, or any other person authorized to access the account. To terminate the Service, you must notify the Credit Union and provide your name, address, the Payment Accounts, that you wish to discontinue use of the Service, and the termination date of the Service. When the Service is terminated, any prescheduled bill payment will also be terminated. Your final charge for the Service will be assessed at the end of your statement cycle for each account. The Credit Union and the Service shall be given a minimum of three (3) business days to effect the termination. During that time, you will remain responsible for any pending bill Payment Instructions of record with the Service. You may terminate the Service by:

Calling: 302-739-4496

Writing to the Credit Union at: 270 Beiser Boulevard, Dover, DE 19904

20. **Availability of the Bill Pay Service.** Access to the Service is generally available 24 hours a day, 7 days a week, except during maintenance periods and during periods when access to the Service is temporarily interrupted as a result of power outages, equipment and/or software malfunctions or failures. The Credit Union 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 Service at any time and for any reason without notice or refund of previously incurred fees. To the extent reasonably practicable, the Credit Union 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 Services for a prolonged period of time.
21. **Third Party Software, Tools, and Services.** The Credit Union is providing you with the means to access the third party 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 the Credit Union's internal systems is solely your responsibility and not the responsibility of the Credit Union, that the Credit Union 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, the Credit Union is not assuming any responsibility or liability whatsoever, nor is the Credit Union suggesting or offering or creating any security procedures.
22. **End User License Agreement.** The Agreement applies to your use of the Services and applies to your access to the Services. You understand that some of the Services contemplated by this Agreement are provided by third parties. The Credit Union shall not be liable for any Services provided by such third parties. This Agreement shall be your license to use the Services provided by the Credit Union or such third parties.

- a. The Services are owned and operated by the Credit Union 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 the Credit Union 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 Services are the property of the Credit Union or the Credit Union Parties. You may not make any use of any Content or Marks without the prior written consent of the Credit Union. No Content from the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.
- b. In using or accessing the Service you agree: (1) not to use the 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, "deeplink", attempt to obtain unauthorized access to or otherwise abuse, the Service or affiliated or linked websites; (5) not to disrupt or interfere with any other user's enjoyment of the 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 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. The Service may contain links to third party websites and services, over which the Credit Union has no control. You acknowledge and agree that the Credit Union does not endorse, verify, or make any representations regarding these third party websites and services and is not responsible for the availability of, and any liability arising from, any such third party websites and services. The Credit Union is not liable 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.
- d. The Credit Union reserves the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use the Service, and to block or prevent future access to and use of the Service for any reason. The Credit Union may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Service, temporarily or permanently, at any time with or without notice to you. You agree that the Credit Union shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

23. Electronic Disclosures and Communications.

- a. 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, that notice or other communication may be sent to you electronically to your email address as reflected in the Credit Union's then current records.

- b. You agree that the Credit Union may send notices and information about our products or services to you electronically, to the extent allowed by law. Any notice the Credit Union gives you concerning the Service is effective when the Credit Union sends you an electronic message or when the Credit Union mails or delivers the notice to you at the address we have for you in the Credit Union's records. The Credit Union may also display a notice to you within the Service. Any notice the Credit Union 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 co-owner will be considered effective notice to all. You may request a paper copy of the information up to sixty (60) days after receiving the Credit Union'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 the Credit Union at 302-739-4496 during business hours.

24. 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 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 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 your agreements 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 Services 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 Services, or e-mail transmitted to and from us, will not be monitored and read by others.

- iii. **The Credit Union will rely and act on instructions we receive through Online 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 the Credit Union. 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 you have been provided with a disclosure of the security procedures that will be used to authenticate transactions through the Service. You agree that those security measures are commercially reasonable security measures and that the Credit Union may rely upon any instructions we receive upon authentication using these agreed upon security procedures.
- iv. **Viruses and Other Protection.** You are responsible for taking and maintaining security precautions to protect your computer, mobile device, data, and system. You agree that the Credit Union is not responsible for any electronic virus, spyware, or malware that you may encounter using the Service. The Credit Union 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. The Credit Union 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.
- c. **No Liability for Certain Failures.** Except as specifically provided in this Agreement or where applicable law requires a different result, neither the Credit Union nor the Credit Union'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 the Credit Union nor the Credit Union'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 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. The Credit Union 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. **Joint Accounts.** If the Service is linked to one or more joint accounts, the Credit Union may act on the verbal, written, or electronic instructions of any authorized signer, even if some other document would require dual authorizations or dual signatures.
- f. **Joint and Several Liability.** If any one or more of your deposit accounts has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of the Service.
- g. **Changes to this Agreement.** The Credit Union may change this Agreement from time to time. We will notify you of such changes by mail or electronic message. If you utilize the Service after the effective date of such change, you indicate your agreement to the change.
- h. **No Extension of Credit.** You must have on deposit in your Payment Account sufficient amounts to enable the Credit Union to make the debit. Nothing in this Agreement will constitute or be deemed a commitment by the Credit Union to extend credit to you, or to grant to you overdraft privileges. The Credit Union 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 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 the Credit Union through a person authorized to make credit decisions on the Credit Union's behalf.
- i. **Grant of Security Interest.** As security for your obligations to the Credit Union 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.
- j. **Assignment.** You may not assign this Agreement to any other person or entity. The Credit Union may assign this Agreement to any company with which we are directly or indirectly affiliated, or to any successor to the Credit Union (whether by purchase, merger or otherwise). The Credit Union may also assign or delegate certain of our rights or responsibilities under this Agreement to independent contractors or other third parties.
- k. **Survival.** The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, shall survive the termination of this Agreement.

- l. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions shall continue in full force and effect and shall in no way be invalidated or otherwise affected.

- m. **No Waiver.** The Credit Union will not be deemed to have waived any of the Credit Union's rights or remedies under this Agreement unless the Credit Union sends the waiver to you by electronic message or the Credit Union otherwise mails or delivers to you a written waiver signed by the Credit Union. No delay or omission on our part in exercising any of the Credit Union's rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies we may have. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

- n. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws provisions, and applicable federal law, except to the extent this Agreement can and so vary such laws.

- o. **Dispute Resolution.** You agree that any disputes between you and the Credit Union or that relate to or arise from this Agreement or the Service will be resolved exclusively in the State or Federal courts for the county embracing the branch of the Credit Union at which your account(s) were opened. The parties agree that such court is the most convenient venue or forum for the resolution of such disputes and such court has jurisdiction over the respective parties.

- p. **WAIVER OF JURY TRIAL.** Where permitted by law, both parties waive their right to request a jury trial and agree that all matters relating to or touching upon this Agreement or the Service shall be resolved judicially, without a jury.

- q. **Entire Agreement.** This Agreement, together with the agreements governing your accounts, is the complete and exclusive statement of the agreements between the Credit Union and you with respect to the subject matter hereof and supersedes any prior agreement(s) between the Credit Union and you with respect to such subject matter.