

## Digital Banking Terms and Conditions

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### **SECTION I General Terms and Conditions**

#### **A. ELECTRONIC NOTICE DISCLOSURE AND AGREEMENT**

By accepting this Online, Mobile and External Transfer Service Terms and Conditions (“Agreement”), you are consenting to the receipt of certain disclosures and agreements in electronic format. These disclosures and agreements contain the terms and conditions that apply to Online Banking, Mobile Banking and External Transfer Service as well as to your deposit and loan accounts that you access through Online Banking, Mobile Banking and our External Transfer Service. Your consent will apply to electronic disclosures and agreements that you receive now as well as to electronic disclosures, agreements and other notices (generally “Electronic Notices”) that we may provide to you electronically in the future. Any fees for sending you paper copies of statements and Electronic Notices as provided in the Fee Schedule, which may be amended by us from time to time. We will tell you of the amount of any fee that may apply when you request a paper copy of a statement or notice.

To access and view your electronic documents using the Summit App, you will need mobile device with one of the two most recent publicly available major releases of the following operating systems: Android or iOS. The Summit App installed onto your mobile device. (Download from Google Play or App Store) and internet connection. One of the two most recent publicly available versions of the top three browsers by market share. And a printer and/or storage device if you wish to print or retain any electronic documents.

You are responsible for selecting all systems, hardware, your Internet service, and your mobile data plan provider. You are also responsible for any defect, malfunction or interruption in service or security due to a failure of hardware you use to access Electronic Notices, or a failure of your systems and computer services, Internet service provider, wireless service, or mobile data service provider. You agree that you are solely responsible for fees and charges assessed, as applicable, by your Internet service provider, wireless service provider, mobile data service provider and telephone service provider.

To retain a copy of electronic statements disclosures, agreement and notices, you will need a media storage device (e.g., hard drive) or you may print copies of these documents using your printer. Although you have consented to receive Electronic Notices, we reserve the right to also send disclosures and agreements that would be by regular mail.

The Services are offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

If you are a consumer, please read the consumer [Membership Guide, Agreements, and Disclosures](#) before logging into Online Banking. If you are a business, please read the [Business Membership and Account Agreement](#) and Disclosures. Logging in acknowledges that you read the agreement and that you agree to receive your statements electronically through Online Banking, and to receive email notifications via Email Services.

## **B. GENERAL DEFINITIONS**

The words “SCU”, “we,” “our,” “us” mean Summit Credit Union, affiliates, successors, and assigns.

The words “you” and “your” mean each account owner and anyone else who has access to the accounts. If there is more than one owner, then the words mean each account holder separately, and all owners jointly.

“Access Device” means any electronic device you use to access your account and view electronic documents. This includes but is not limited to a traditional computer such as a desktop or laptop; or a mobile device such as a tablet computer or a smartphone.

“Automated Clearing House (ACH)” means the funds transfer system, governed by the NACHA Rules that provide funds transfer services to participating financial institutions.

"Account" means an account that is eligible to access the Services and from which payments will be debited, service fees, if any, will be automatically debited or to which payments and credits to your will be credited. It may include a checking, savings, money market savings, certificate of deposit or any other deposit account you have opened with

us or about which you have inquired. "Account" also may include your loan accounts with us, including but not limited to a home equity line of credit, premier line of credit and certain other loan products. These loan accounts are also governed by separate agreements, disclosures and other documents which you should refer to for details and requirements. Account does not include credit cards if the creditor, issuer, and service provider of the credit card is Elan Financial Services.

"Account Balance" means any and all funds in the Account without regard to any pending activity. Please refer to the Deposit Account Agreement for more information.

"Available Balance" means the account balance minus any pending holds on recently deposited checks or funds held to offset the amount of a check recently cashed against your account, memo posts (e.g., debit card authorization for a purchase), and /or any holds for legal process or other freezes on your Account authorized by the Deposit Account Agreement. Please refer to the Deposit Account Agreement for more information.

"Business Day" means Monday through Friday, during business hours (Central Time) and excluding federal holidays that fall on a Monday through Friday, except for Washington's Birthday (commonly referred to as Presidents Day) or Columbus Day.

"Mobile Banking App" means the service that permits electronic access to Accounts and use of certain Electronic Banking Services that can be accessed via software downloaded to supported handheld devices via the handheld device's applicable app store.

"Mobile Device" means a mobile device which is capable of accessing the Services that are accessible by a Mobile Device.

"Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

### **C. ARBITRATION (applies to Consumers only)**

THIS SERVICE IS SUBJECT TO THE ARBITRATION AGREEMENT IN SUMMIT CREDIT UNION'S MEMBERSHIP GUIDE (UNLESS YOU PREVIOUSLY OPTED OUT OF THAT AGREEMENT IN ACCORDANCE THEREWITH). The Arbitration Agreement provides that either you or we may elect to arbitrate a dispute between the parties, in which case, the dispute will be resolved by an arbitrator instead of a judge or jury and is subject to very limited review by a court. You will be entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. If you would like a copy of the Arbitration Agreement, contact us.

Governing Law; Choice of Law; Severability

This Agreement is governed by the bylaws of the Credit Union, federal law and regulations, the laws and regulation of the state of Wisconsin, and local clearinghouse

rules as amended time to time. Any disputes regarding this Agreement are subject to the Arbitration Agreement in the Membership Guide unless you are opted out to the Arbitration Agreement in accordance therewith. Otherwise, disputes will be subject to the jurisdiction of the court of the county in which we are located. If a court holds any portion of this Agreement to be invalid or unenforceable the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

#### **D. PRIVACY (applies to Consumers only)**

Protecting your privacy is very important to SCU. Please review our Privacy Policy at the following link in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure forms.

[Privacy Policy \(PDF\)](#)

[Online Privacy Policy \(PDF\)](#)

### **Section II: E-Sign Disclosure and Consent Agreement**

#### **A. INTRODUCTION**

The E-Sign Consent Agreement (“Agreement”) allows us to provide you with electronic versions of important notices and documents associated with your accounts at Summit Credit Union. Certain laws and regulations require us to provide notices and disclosures to you in “writing” (traditionally this is defined as a paper notice); with your consent, the E-SIGN Act allows us to provide these documents to you electronically.

#### **B. DEFINITIONS**

The words “we,” “our,” “us” mean Summit Credit Union, affiliates, successors, and assigns.

The words “you” and “your” mean each account owner and anyone else who has access to the accounts. If there is more than one owner, then the words mean each account holder separately, and all owners jointly.

“Access Device” means any electronic device you use to access your account and view electronic documents. This includes but is not limited to a traditional computer such as a desktop or laptop; or a mobile device such as a tablet computer or a smartphone.

#### **C. SCOPE OF AGREEMENT**

Your consent to receive documents electronically includes, but is not limited to, the following:

1. Periodic Statements
2. Notices
3. Account Alerts
4. Disclosures

#### **D. SYSTEM REQUIREMENTS**

By consenting to this agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your electronic documents.

1. To access your electronic documents using the Summit App, you need:
  - a. A mobile device with one of the two most recent publicly available major releases of the following operating systems: Android or iOS.
  - b. The Summit App installed onto your mobile device. (Download from Google Play or App Store)
  - c. An internet connection.
  - d. A printer and/or storage device if you wish to print or retain any electronic documents.
2. To access your electronic documents using a browser, you need:
  - a. An internet connection.
  - b. One of the two most recent publicly available versions of the top three browsers by market share.
  - c. A printer and/or storage device if you wish to print or retain any electronic documents.

#### **E. CHANGES TO SYSTEM REQUIREMENTS**

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic documents.

#### **F. REQUESTING PAPER DOCUMENTS**

You may request paper copies for any documents provided to you by electronic delivery. Fees may apply, please see the fee and charge schedule for details or speak with a representative. of any documents provided to you by electronic delivery. Calling us at:

800-236-5560

608-243-5000

or

In person at your local branch office.

## **G. MAINTAINING VALID EMAIL ADDRESS**

It is important that you maintain a valid email address so that we may contact you regarding your accounts. You agree to maintain a valid email address and promptly notify us of any changes to your email address. You may update your email address by:

1. Calling us at:

a. 800-236-5560

b. 608-243-5000

or

2. In person at your local branch office. or

3. Providing an updated email address within Online Banking.

## **H. WITHDRAWAL OF YOUR CONSENT**

You may withdraw your consent to this Agreement at any time, free of charge by:

1. Calling us at:

a. 800-236-5560

b. 608-243-5000

or

2. In person at your local branch office.

## **I. MULTIPLE ACCESS DEVICES**

Your acceptance of the agreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this agreement on a mobile device, the terms of this Agreement will apply to electronic documents accessed on a traditional computer (or vice versa).

Additionally, by viewing and accepting this agreement on any Access Device, you are reasonably demonstrating your ability to access and view electronic documents in the format that the services are provided on that Access Device and all subsequent Access Devices.

If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access and view electronic documents on the subsequent Access Device. Continuing to access electronic documents on other Access Devices is your reaffirmation of this Agreement.

You will be asked to acknowledge your acceptance of these terms by checking “I accept” before you are able to access your accounts and view electronic communications. In doing so, you are confirming that you meet the system requirements described above, that you have demonstrated your ability to receive, retain, and view electronic documents on your Access Device, and that you have an active and valid email address.

### **Section III: Mobile Deposit Terms and Conditions**

Mobile Deposit is designed to allow you to make deposits to your checking, savings, or money market accounts from your mobile device, by electronically transmitting a digital image of your paper check to SCU or a processor designated by SCU. There is currently no charge for Mobile Deposit.

#### **A. ACCEPTANCE OF TERMS**

Your use of Mobile Deposit constitutes your acceptance of this Agreement which is a binding legal agreement between you and SCU. Except as modified by this Agreement, all terms and conditions in SCU’s Online Banking Agreement and Account Agreements remain in full force and effect. If there is a conflict with SCU’s Online Banking Agreement and this Agreement, this Agreement shall control. This agreement is subject to change at any time. SCU will notify you of any material change via email or on our website. Your continued use of the services will indicate your acceptance of the revised Agreement.

#### **B. HARDWARE/SOFTWARE REQUIREMENTS**

To use Mobile Deposit, you must have a supported mobile device (e.g., smartphone, iPad, etc.) with a supported camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with Mobile Deposit.

#### **C. COMPLIANCE WITH LAWS**

You agree to 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. You promise to indemnify and hold SCU harmless from any damages, liabilities,

costs, expenses (including attorney's fees) or other harm arising out of any violation thereof. This indemnity shall survive termination of your account and this Agreement.

#### **D. LIMITATION OF SERVICES**

When using Mobile Deposit, you may experience technical or other difficulties. SCU cannot assume responsibility for any technical or other difficulties or any resulting damage that you may incur. Mobile Deposit has qualification requirements, and SCU reserves the right to change the qualifications at any time without prior notice. SCU reserves the right to change, suspend or discontinue Mobile Deposit immediately and at any time without prior notice to you.

#### **E. QUALIFICATIONS**

Mobile Deposit is available to consumer accounts at SCU that meet the following criteria:

1. Must have a Mobile Banking log-in
2. Must have a checking account excluding Assured Checking, only available on the mobile app for smart phones
3. Account must be in good standing

#### **F. CRITERIA FOR GOOD STANDINGS**

1. Account must have a positive balance
2. Account cannot have a charged off loan or share
3. Account must be eligible for Courtesy Pay

#### **G. ITEMS ELIGIBLE FOR DEPOSIT**

You agree to deposit only "checks" as that term is defined in the Federal Reserve Regulation CC. You agree that the image of the check transmitted to SCU shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Wisconsin. Each check will require a separate transaction via Mobile Deposit.

#### **H. UNACCEPTABLE ITEMS FOR DEPOSIT**

You understand and agree that you will not use Mobile Deposit to deposit the following items:

1. Any third-party check or item, i.e., any item that is made payable to another party and then endorsed to you by such party
2. Any check or items drawn on your account that you are depositing to that same account

3. Any check or item that contains evidence of alteration to any of the fields on the front of the check or which you know, or suspect are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn
4. Any check or item that is “non-negotiable” (whether stamped in print or as a watermark)
5. Any check or item previously converted to a “substitute check”, as defined in Regulation CC
6. Any check or item issued to you by a financial institution in a foreign country
7. Any check or items not payable in U.S. currency
8. Any check or item that is “stale dated”, expired, or “postdated”, or is dated more than 6 months prior to the date of deposit
9. Any check or item that is incomplete
10. Any check or item on which a stop payment order has been issued or to which there are insufficient funds
11. Cash
12. Savings Bonds

Deposits of this nature may result in immediate termination of Mobile Deposit and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account.

## **I. CHECK IMAGE AND ENDORSEMENT REQUIREMENTS**

Any image of a check that you transmit to SCU must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Prior to transmitting the original check, you will restrictively endorse any item transmitted through Mobile Deposit as “For Mobile Deposit Only”, and your endorsement. The scanned image of the check transmitted must accurately and legibly provide the following information: (1) your endorsement and (2) the information identifying the drawer and the paying financial institution that is preprinted on the check, including complete and accurate MICR information and the signatures. The image quality of the check must comply with the requirements established by the American National Standards Institute (ANSI), the Federal Reserve Board, Regulation CC, or any other regulatory agency, clearing house, or association. Mobile Deposit may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee SCU has accepted the image. The Federal Law regarding fund availability requires the Financial Institution’s endorsement area on the back of a check be kept clear or

unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the “trailing edge” (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings. SCU will not be responsible for any damage incurred in the event you deposit an item that is subsequently returned unpaid by the paying bank and that return is “late” due to markings on the check caused by you or a prior endorser on the back of the check.

## **J. RECEIPT OF ITEMS**

You understand and agree that receipt of an image does not occur until you are notified of receipt of the image via onscreen messaging and/or email notification. SCU is not responsible for any image that we do not receive. SCU reserves the right to reject any item transmitted by Mobile Deposit, at our discretion, without liability to you. SCU is not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned.

## **K. ITEMS RETURNED UNPAID**

A written notice will be sent to you of transactions SCU is unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account, including any applicable fees. Consumers: please see SCU’s current [consumer Fee and Charge Schedule](#). Businesses: please see SCU’s current [business Fee and Charge Schedule](#).

## **L. FUNDS AVAILABILITY**

Mobile deposits may be subject to a 4-business day hold. Please see SCU’s current Funds Availability Policy for any applicable holds (located in the Membership Guide).

## **M. RETENTION AND DISPOSAL OF TRANSMITTED ITEMS**

Upon your receipt of a confirmation from SCU that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “Mobile Deposit and the date” to ensure that it is not represented for payment. You agree to securely store each original check that you deposit using Mobile Deposit for a period of at least 15 days after transmission to SCU. After 15 days after you transmit the original check, you will safely destroy the original check. You agree to never represent the check for deposit. You will promptly provide any retained check to SCU as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any check, or for SCU’s audit purposes.

## **N. PERIODIC STATEMENTS**

Any remote deposits made through Mobile Deposit will be reflected on your monthly

periodic statement. You understand and agree that you are required to notify us of any error relating to images transmitted using Mobile Deposit no later than sixty (60) days after you receive the monthly periodic statement that includes any transactions that you feel are in error.

## **O. WARRANTIES AND INDEMNITY**

You warrant to SCU that:

- A. You will only transmit eligible checks and items and all checks and items will include all signatures required for their negotiation.
- B. Images will meet SCU's image quality standards in effect from time to time.
- C. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- D. You will not deposit or re-present the original check or item with SCU or any other party.
- E. All information you provide to SCU is accurate and true, including that all images transmitted to SCU accurately reflect the front and back of the check or item at the time it was scanned.
- F. You will notify SCU if you believe there has been an error with respect to any - original check or image transmitted to SCU for deposit. You will, within one (1) business day after discovering the error, contact us regarding such error by calling 800-236-5560.
- G. You will comply with this Agreement and all applicable rules, laws and regulations.
- H. You will use Mobile Deposit only for your own deposits and will not allow the use of Mobile Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of Mobile Deposit by or for the benefit of any third party.

## **P. LIMITATION OF LIABILITY**

You agree to indemnify and hold harmless SCU from any loss for breach of this warranty provision or the terms of the Agreement. You agree that this paragraph on warranties and indemnity shall survive the termination of this Agreement.

WE ARE ONLY RESPONSIBLE FOR PROVIDING MOBILE DEPOSIT AS EXPRESSLY STATED IN THIS AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO MOBILE DEPOSIT WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS MOBILE DEPOSIT. MOBILE DEPOSIT IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING MOBILE DEPOSIT, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL SCU OR ANY OF OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE APP, THE SOFTWARE, THE EQUIPMENT OR MOBILE DEPOSIT WHETHER OR NOT

SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SCU AND OUR THIRD-PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

#### **Q. CANCELLATION BY YOU; TERMINATION OR REFUSAL BY US**

You may cancel Mobile Deposit at any time, allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via Mobile Deposit. We will have no obligation to honor any instructions, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or Mobile Deposit; (iv) is not in accordance with any other requirements stated in this Agreement or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate Mobile Deposit, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe Mobile Deposit is not being used for its intended, bona fide and lawful purposes under this Agreement and the SCU's Online Banking Agreement; (c) we have reason to believe Mobile Deposit is being used in an anti-competitive manner or contrary to SCU's business interest; (d) your account is closed, access to your account is restricted for any reason, or if you do not use Mobile Deposit for a period of time or (e) following initial enrollment, you do not use Mobile Deposit. Termination will not affect your liability or obligations under this Agreement, the SCU Online Banking Agreement or any other agreements you have.

### **Section IV: External Transfer Service Terms and Conditions**

#### **A. ACCEPTANCE OF TERMS**

Your use of Mobile Deposit constitutes your acceptance of this Agreement which is a binding legal agreement between you and SCU. Except as modified by this Agreement, all terms and conditions in SCU's Online Banking Agreement and Account Agreements remain in full force and effect. If there is a conflict with SCU's Online Banking Agreement and this Agreement, this Agreement shall control. This agreement is subject to change at any time. SCU will notify you of any material change via email or on our website. Your continued use of the services will indicate your acceptance of the revised Agreement.

With the External Transfer Service, you may transfer funds to/from a Summit Credit Union personal account titled in your name, to/from another account at another financial institution titled in your name. If you attempt to use this Service to transfer funds and the ownership on the two personal accounts do not match, the Service may be terminated.

Not all types of accounts are eligible for External Transfer Service. You can transfer funds

to a Summit Credit Union personal savings, checking, money market, and some loan accounts titled in your name. You cannot use this Service to transfer funds directly to your Summit Credit Union credit card or some mortgage loans. To complete those types of transfers you will need to transfer funds to your savings or checking account first and then initiate a transfer to your Summit Credit Union credit card or mortgage loan using our Transfer Service. You can transfer funds from a Summit Credit Union personal savings, checking, or money market account. 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 external transfers that are not permitted under such restrictions by the provider of your account of those imposed by applicable law.

## **B. USE OF SERVICE**

To use the Service, you must be at least eighteen (18) years old and be a resident of the United States.

Once you are approved for the Service, we may verify your Accounts that you add to the Service from time to time. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be credited to the Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance. Once the test transfer is complete, we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your other financial institution with this test transfer. We may also verify Accounts through requiring the entry of information you ordinarily use to access the Account provider's web site, or by requiring you to submit proof of ownership of the Account.

We reserve the right, subject to applicable law, to terminate your account and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of Summit Credit Union and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Services. We reserve the right to charge a fee for the use of the 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 Service. Once your account with Summit Credit Union has terminated for any reason, you will have no further right or access to use the Service.

## **C. WARRANTS, RESPONSIBILITIES AND REPRESENTATION**

You warrant and represent that the information you are providing us with is true, current, correct, and complete.

**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 ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER**

INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your e-mail address, by using the Settings and Services pages.

Although Summit Credit Union reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

You are responsible for maintaining the confidentiality of your online branch username and password. No one at Summit Credit Union has access to your password. You are responsible for uses of the Service whether or not actually or expressly authorized by you. Therefore, it is important that you **DO NOT SHARE YOUR USERNAME OR PASSWORD WITH ANYONE FOR ANY REASON.**

#### **D. LIABILITY FOR UNAUTHORIZED TRANSFERS (applies to Consumers only)**

If you discover an unauthorized transfer has been made, you agree to communicate immediately with customer care in the manner set forth in Summit Credit Union's Membership Guide. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call Summit Credit Union (us) immediately.

If you tell us within two (2) business days after you learn of the loss or theft of your access device/code, you can lose no more than \$50.00 if someone accessed your account using that device. If you do NOT tell us within two (2) business days after learning of the loss of your access device/code and we can prove we could have stopped someone from using your access device/code without your permission, if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by your access device/code tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

If you believe your access device code has been lost or stolen or that someone has transferred or may transfer money from your account(s) without your permission, call:

(608) 243-5000

or

(800) 236-5560

Or write to:

Summit Credit Union PO Box 8046

Madison, WI 53708-8046

## **E. TRANSFER LIMITATIONS**

Please ensure that you have sufficient funds to affect any funds transfers from your Accounts. We may at any time decline to affect any funds transfers that we believe may violate applicable law.

We may limit the number of funds transfers you may make. In addition, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Service.

You may not make funds transfers in excess of established limits. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Service.

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.

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 of your Accounts. Once your Account has been debited, and we are reasonably certain that the debit will not be returned (in most cases this is between 1-4 banking days), we will credit your Account.

We reserve the right to suspend your right to use the Service, immediately and without prior notice to you. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service.

## **F. LIABILITY FOR FAILURE TO COMPLETE TRANSFER**

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 number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between

names and numbers.

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, Summit Credit Union reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account.

Summit Credit Union is not responsible or liable if your financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, Summit Credit Union shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of Summit Credit Union hereunder. 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 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 or the funds transfer would exceed the credit limit on any applicable overdraft line. You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a Funds Transfer or if the Summit Credit Union website was not working properly and you knew about the breakdown when you started the funds transfer.

You agree to indemnify, defend and hold harmless Summit Credit Union, its affiliates,

partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of our services, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your Funds Transfer account, of any intellectual property or other right of any person or entity.

## **SECTION V: Summit Credit Union - Send Money with Zelle® Zelle Network® (applies to Consumers only)**

### Standard Terms

#### **1. Description of Services**

- a. We have partnered with the *Zelle Network* ("*Zelle*") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with *Zelle* (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Service"). We will refer to financial institutions that have partnered with *Zelle* as "Network Banks."
- b. *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a NetworkBank.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

#### **2. ARBITRATION**

THIS SERVICE IS SUBJECT TO THE ARBITRATION AGREEMENT IN SUMMIT CREDIT UNION'S MEMBERSHIP GUIDE (UNLESS YOU PREVIOUSLY OPTED OUT OF THAT AGREEMENT IN ACCORDANCE THEREWITH). The Arbitration Agreement provides that either you or we may elect to arbitrate a dispute between the parties, in which case, the dispute will be resolved by an arbitrator instead of a judge or jury and is subject to very limited review by a court. You will be entitled to FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. If you would like a copy of the Arbitration Agreement, contact us.

#### **3. Eligibility and User Profile**

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court

ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service is intended for personal, not business, or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose. However, we are under no obligation to make any such determination and assume no liability for the failure to do so.

When you use or access or permit other person(s) or entity to whom you delegate to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. Any person or entity to whom you delegate to act on your behalf to use or access the Service is subject to this Agreement and you agree that you will provide a copy of this Agreement to any such person or entity. However, you agree you are liable at all times for the use of the Service by any person or entity to whom you delegate to act on your behalf to use or access the Service and that you shall defend and indemnify us for any claims that arise as a result of their use or access of the Service.

We may amend or change this Agreement (including any applicable fee and service charge) from time to time, in our sole discretion, by sending you written notice by electronic mail, postal mail, or by posting the updated terms on the sites within the Service (the "Site(s)"). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Service. Your use of the Service after we have made such change will be considered your agreement to the change.

#### **4. Enrolling for the Service**

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). [Participant may omit the parenthetical examples.] You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- b. Once enrolled, you may:
  - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
  - ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and

you will not be able to send or receive money with the Service until you enroll again.

d. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle.

## **5. Consent to Emails and Automated Text Messages**

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll.

You further acknowledge and agree:

a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.

b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.

d. Neither we nor your wireless carrier is liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.

e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 800-236-5560 or 608-243-5000. You expressly consent to receipt of a text message to confirm your "STOP" request.

## **6. Receiving Money; Money Transfers by Network Banks**

a. Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

b. Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

c. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

## **7. Sending Money; Debits by Network Banks**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either in the Zelle mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

## **8. Liability**

Neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable

for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

## **9. Requesting Money**

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive, or unwelcome by the recipient.

## **10. Transaction Errors**

In case of errors or questions about Zelle transaction(s) from your account(s) or if you need more information about a transaction on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(608) 243-5000  
(800) 236-5560

Or write to:

Summit Credit Union PO Box 8046  
Madison, WI 53708-8046

Tell us your name and account number.

Describe 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.

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 ten (10) business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten 10 business days 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transaction, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business day to credit your account for the amount you think is in error.

We will tell you the results within three (3) 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.

## **11. Your Liability for Unauthorized Transfers**

If you discover an unauthorized Payment Instruction has been made, you agree to communicate immediately with customer care in the manner set forth in Summit Credit Union's Membership Guide. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call Summit Credit Union (us)

immediately.

If you tell us within two (2) business days after you learn of the loss or theft of your access device/code, you can lose no more than \$50.00 if someone accessed your account using that device. If you do NOT tell us within two (2) business days after learning of the loss of your access device/code and we can prove we could have stopped someone from using your access device/code without your permission, if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by your access device/code tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

If you believe your access device code has been lost or stolen or that someone has transferred or may transfer money from your account(s) without your permission, call:

(608) 243-5000  
(800) 236-5560

Or write to:

Summit Credit Union PO Box 8046  
Madison, WI 53708-8046

## **12. Business Days**

For purposes of these Services, our business days are Monday through Saturdays. Holidays not included.

## **13. Wireless Operator Data**

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon or any other brand wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and

other device and subscriber status information) to us or our service providers, which they may use for the duration of your business relationship with them, solely to verify your identity and help prevent fraud. See Zelle's policy (<https://www.zellepay.com/legal/legal-and-privacy>) for how it treats your data.

Further, our privacy policy, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your Summit Credit Union account and/or as was otherwise required or permitted by applicable law. We will abide by this Policy in the sharing of your personally identifiable financial information in connection with the Service. The [Privacy Policy can be viewed here](#), and our [Online Privacy Policy can be viewed here](#); by reference herein, these are incorporated into and are made part of this Agreement. We are committed to providing you with competitive products and services to meet your financial needs and help you reach your goals. We are equally committed to protecting the privacy of our members.

#### **14. Send Limits**

The Service is subject to limits on the amount and frequency of Money Transfers to and from each Account. These limits are designed to be flexible in order to protect the security and integrity of the Service and accounts, including protecting you and all other participants of the Service. These limitations may be based on confidential fraud and risk criteria that are essential to our management of risk and the protection of you and the integrity of the Service. Due to this, these limits may be modified at our sole discretion without advance notice.

#### **15. Liability for Failure to Complete Transfers**

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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- a. If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure,
- b. If you used your card or access code in an incorrect manner.
- c. If the device you are using was not working properly and you knew about the problem when you started the transaction.
- d. If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- e. If the money in your account is subject to legal process or other claim.
- f. If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- g. If the error was caused by a system of any participating network.
- h. If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- i. If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should

have known about the breakdown when you started the transaction.

j. If there are postal delays or processing delays by the User to whom you are requesting money be sent

k. Any other exceptions as established by the Credit Union.

## **16. Fees**

We do not charge a fee for using Zelle Payment Service. However, fees associated with text messaging may be assessed by your mobile carrier and data rates may apply. You are responsible for any fees or other charges your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check your mobile service agreement for detail or applicable fees.

Additionally, there are certain fees and charges for EFT services that will apply to the Service. For a current listing of all applicable fees, required by applicable law, which is also available here. By referencing to the Schedule, the Schedule is incorporated and made part of this Agreement.

## **17. Use of Our On-line Banking Site and/or Mobile App**

You agree to access this website and/or mobile app in compliance with our Digital Banking Terms and Conditions, which are available at [https://www.summitcreditunion.com/docs/digital\\_banking\\_terms\\_and\\_conditions.pdf](https://www.summitcreditunion.com/docs/digital_banking_terms_and_conditions.pdf) and incorporated into and made part of this Agreement by this reference.

## **18. Cancellation of the Service**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact us via one of the following:

(608) 243-5000

(800) 236-5560

Or write to:

Summit Credit Union PO Box 8046

Madison, WI 53708-8046

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. The Service may be terminated or suspended at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **19. Right to Terminate Access**

You agree that at any time, in our sole discretion, we may suspend or terminate your access to all or part of the Zelle Payment Service features, including, without limitation, in the event

(i) you violate any terms of these Zelle Payment Terms, (ii) there are unauthorized or fraudulent transaction related to your Account or use of Zelle Payment Service, (iii) we incur problems with your use of the Zelle Payment Service, or (iv) you are no longer eligible for membership in the Credit Union, we may, in our sole discretion, at any time and without prior notice to your or other Zelle Payment Service participants, suspend or terminate:

- The Zelle Payment Service generally,
- Your ability to send or received funds through the Zelle Payment Service,
- Your ability to send a Payment Instruction, while continuing to permit you to received funds through the Zelle Payment Service
- Your ability to send Zelle Payment Request, or
- Your ability to receive Zelle Payment Requests.

In the event your access to the Zelle Payment Service is terminated or suspended for any reason and then later reactivated or reinstated, you agree that these Zelle Payment Terms in effect at the time of reactivation or reinstatement, will continue to apply to Payment Instructions made through and your use of the Zelle Payment Service. Any termination or denial of services that results in termination or suspension of ace to Zelle Payment Services will be in compliance with Summit Credit Union's Expulsion and/or Denial of Service Policies.

## **20. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. *ZELLE* DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## **21. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF *ZELLE* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH *ZELLE'S* SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND

EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

## **22. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents, us, and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

## **23. Governing Law; Choice of Law; Severability**

This Agreement is governed by the bylaws of the Credit Union, federal law and regulations, the laws and regulation of the state of Wisconsin, and local clearinghouse rules as amended time to time. Any disputes regarding this Agreement are subject to the Arbitration Agreement in the Membership Guide unless you are opted out to the Arbitration Agreement in accordance therewith. Otherwise, disputes will be subject to the jurisdiction of the court of the county in which we are located. If a court holds any portion of this Agreement to be invalid or unenforceable the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

## **24. Miscellaneous**

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

## **25. Access to Camera on Your Mobile Device**

Zelle may request access to information stored on your device, such as your camera, in order to scan authorized QR codes to enhance your own user experience and improve our services. Before granting access to this information, you will be prompted to give the application that permission. If you do not wish to grant that permission, you may decline. However, if you decline access to your mobile camera, all of the features of the

Zelle/SCU application may not work or be available to you. If you later change your mind, those permissions can be updated in your device's settings.

## **Section VI: TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE**

### **SERVICE DEFINITIONS**

"Service" means the bill payment service offered by Bill Payer through Summit Credit Union. "Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

### **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement 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 is at least one (1)

Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

## **THE SERVICE GUARANTEE**

**Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.**

### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the 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 Biller directives.

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 Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void 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:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. 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 and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller 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 Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds

remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for cancelling 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.

### **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 Customer Service. 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 applicable fee schedule.

### **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

### **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service 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 the Service.

### **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers 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:

Information provided to the Biller - 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 Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller 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 Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic

bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

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 Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller 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 Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(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.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller 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 Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

### **EXCLUSIONS OF WARRANTIES**

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

### **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the

Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 888-918-7431 during customer service hours.

### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS (applies to consumers only)**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

1. Telephone us at 888-918-7431 during customer service hours;
2. Write us at:  
Summit Credit Union  
Attn: Customer Care  
560 Carillon Parkway  
St. Petersburg, FL 33716

### **Consumers Only:**

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for

the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten(10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

### **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. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing 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.

### **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:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

## **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

## **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. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. 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.

## **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 888-918-7431 during customer service hours; and/or
2. Write us at:

Summit Credit Union  
Attn: Customer Care  
560 Carillon Parkway  
St. Petersburg, FL 33716

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number not valid; Biller is unable to locate account; or Biller account paid in full. The Service will use its best efforts to research and

correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

### **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

### **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

### **ASSIGNMENT**

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

### **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

**THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR**

ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

## **Section VII: Credit Card MyCardInfo Terms of Use**

MyCardInfo is a service provided to you, free of charge, by your Financial Institution ("FI", "The FI").

### **Terms & Conditions**

Please read these terms and conditions carefully. By accessing this site and any pages contained in this site, you agree to be bound by the terms and conditions below. If you do not agree to the terms and conditions below, do not access this site, or any pages contained in this site.

### **Use of Information and Materials**

The information and materials contained in these pages - and the terms, conditions, and descriptions that appear - are subject to change. Your eligibility for particular products and services is subject to final determination and acceptance by the FI.

### **Warranty**

The information and materials contained in this site, including, without limitation, text, graphics, links or other items - are provided "as is," "as available". The FI does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties on non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

### **LIMITATION OF LIABILITY**

In no event will The FI be liable for any damages, including, without limitation, direct or indirect, special, incidental, or consequential damages, losses or expenses arising in conjunction with this site or use thereof or inability to use by any party, or in conjunction with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, or line or system failure, even if The FI, or representatives thereof, are advised of the possibility of such damages, losses or expenses. Hyperlinks to other Internet resources are at your own risk; the content, accuracy, opinions expressed, and other links provided by these resources are not investigated, verified, monitored, or endorsed by The FI.

### **SUBMISSIONS**

All information submitted to The FI via this site shall be deemed and remain the property of The FI and The FI shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information a visitor to this site provides The FI through this site. The FI shall not be subject to any obligations of confidentiality regarding submitted information except as agreed by the The FI entity having the direct cardholder relationship or as otherwise specifically agreed or required by law.

## USER AGREEMENT

- I. General - This User Agreement ("Agreement") describes the terms and conditions governing use of MyCardInfo provided by the FI. MyCardInfo may be used by the primary and/or any joint accountholder ("you") to access certain information and services regarding a credit card account with The FI.
- II. Agreement to terms - Your enrollment in, access to or use of MyCardInfo constitutes your agreement to be bound by all of the terms and conditions of this Agreement.
- III. Fees - There is no additional fee for accessing your account information through MyCardInfo. Any other fees applicable in connection with your account continue to apply, as described under the terms of your Cardholder Agreement or in connection with any specific offer for specific products or services. You agree that The FI is not responsible for any telephone or other online service provider charges incurred by accessing your account at The FI through MyCardInfo. (Please note that fees may be assessed by your online service provider.)
- IV. Electronic messages - As part of MyCardInfo, The FI does not accept e-mail messages from cardholders. In order to facilitate cardholder feedback or inquires, please contact The FI by using the Contact Us page within the Help & Info menu.
- V. Enrollment and security verification - As part of your enrollment, you chose a username that, along with other information, such as a password and personal security code, gives you access to your account with The FI through MyCardInfo. For your protection, do not disclose your online username or password to anyone. The FI is authorized to act on instructions received under your username without further verification.  
For security purposes, you should memorize and not write down your online username and password. You are responsible for keeping your online username, password, other identifying information, account numbers and other account data confidential. If you believe that your online username or password may have been lost or stolen, or that someone has transferred or may request a transfer to or from your account or may request a change in your information without your permission, notify The FI immediately.
- VI. Change in terms - The FI may change or limit any aspect of MyCardInfo or this Agreement at any time with or without prior notice; provided, however, that you will be given prior notice in the event that fees are assessed for the use of MyCardInfo.
- VII. Termination; Suspension - Your enrollment in, access to, use of MyCardInfo, or MyCardInfo itself may be terminated or suspended, in whole or in part, at any time for any reason with or without prior notice. Examples of reasons for such include, without limitation:
  - VIII. You have reported your card as lost or stolen
  - IX. Your account has been closed with a zero balance
  - X. Fraudulent activity has occurred on your credit card account
  - XI. Your account has been reported with a bankruptcy status
  - XII. Any attempt to misuse MyCardInfo
  - XIII. Whole or partial, permanent or temporary, termination of MyCardInfo.
  - XIV. If you wish to cancel your access to MyCardInfo, please contact the FI.
- XV. Liability - Except as specifically provided in this Agreement or as otherwise required by law, you agree that neither The FI, its affiliates, or subsidiaries nor its service providers shall be responsible for any loss, damage, or bodily injury, whether caused by hardware, software, The FI, MyCardInfo, World Wide Web (Web) browser

providers, Internet access providers, online service providers, or by an agent or subcontractor of any of the foregoing, or otherwise. Neither The FI, its affiliates, subsidiaries, nor any service providers shall be responsible for any direct, indirect, special or consequential, economic, or other damages arising in any way out of the installation, use, or maintenance of hardware, software, MyCardInfo, Web browser, or access software.

- XVI. Billing statements - Your printed monthly statement represents The FI's disclosure to you of applicable account information. Please refer to your statement for important information.
- XVII. Access hours. use, etc. - You can access your FI account through MyCardInfo seven days a week, 24 hours a day. However, at certain times, some or all of MyCardInfo may not be available due to system maintenance or failure. The FI is not responsible for your inability to access MyCardInfo, for whatever reason. Account balance and activity information are generally updated daily. However, daily updates may not occur due to system maintenance or failure. The FI is not responsible for any failure to update information, for whatever reason.
- XVIII. Miscellaneous - The FI can delay enforcing any of its rights under this Agreement or in connection with MyCardInfo without losing them, If any provision of this Agreement is deemed unenforceable, such will not make any other provision unenforceable.
- XIX. Governing Law and Jurisdiction. - This Agreement is entered into and will be performed in the state of residence and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the internal laws of the state of residence, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You agree to submit to the personal jurisdiction of the courts of the state of residence.

## **Section VIII: SCU Credit Card Controls Card Nav Terms of Use**

### **1. APPLICATION OF THESE TERMS OF USE**

The CardNav mobile application (collectively, "SCU Credit Card Controls App") on which this Terms of Use ("Terms") appears is owned and operated by Summit Credit Union and Co-op Solutions (collectively, "we," "our," or "us"). For purposes of these Terms, "you" or "your" means the person accessing the SCU Credit Card Controls App and any persons that allow others to provide information about themselves to us. The SCU Credit Card Controls App may provide information, documents, tools, products, services, accounts, offers, and suggestions on the best way to use our services (collectively, "Services").

THESE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND US. PLEASE READ CAREFULLY THROUGH ALL SECTIONS OF THESE TERMS. YOUR ACCESS TO AND USE OF THE SCU CREDIT CARD CONTROLS APP IS SUBJECT TO THESE TERMS AND ALL APPLICABLE LAWS AND WE RESERVE THE RIGHT TO TERMINATE YOUR ACCESS TO THE SCU CREDIT CARD CONTROLS APP IF YOU VIOLATE THESE TERMS. BY CLICKING ON LINKS WITHIN THE APP OR WEBPAGES BEYOND THE APP'S HOMEPAGE, BY CLICKING ON A BOX OR ICON, OR BY DOWNLOADING THE SCU CREDIT CARD CONTROLS APP, YOU AGREE TO THESE TERMS WHETHER OR NOT YOU COMPLETE A TRANSACTION WITH US AND WHETHER OR NOT YOU COMPLETE YOUR TRANSACTION

ON THE APP OR THROUGH OTHER CHANNELS, SUCH AS BY TELEPHONE, EMAIL, FACSIMILE OR OTHERWISE. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE APP, ANY SERVICES AVAILABLE THROUGH THIS APP, OR ANY INFORMATION CONTAINED ON THIS APP.

### **MANDATORY ARBITRATION NOTICE AND CLASS ACTION AND JURY TRIAL WAIVER.**

These Terms contain a mandatory (binding) arbitration provision and class action and jury trial waiver clauses. Except for certain types of disputes described in the arbitration section below or where prohibited by applicable law, you agree that disputes between you and us regarding your use of the App or Services will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration, including as a class representative. The arbitrator's decision will be subject to very limited review by a court. You will be entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in Court. For more details, see below.

We may make changes to the content available on the SCU Credit Card Controls App at any time. We can change, update, add, or remove provisions of these Terms at any time by posting the updated Terms on the App. We will make commercially reasonable efforts to notify you of any material changes to these Terms however we are not obligated to. You waive any right you may have to receive specific notice of such changes to these Terms except for changes to our agreement to arbitration, which is discussed more fully below. By using the App after we have updated the Terms, you are agreeing to the then-current Terms. You are responsible for regularly reviewing these Terms.

In addition to these Terms, your use of certain Services may be governed by additional agreements.

## **2. PRIVACY POLICY**

Besides these Terms, we also publish a [Privacy Policy](#). Although it is not part of these Terms, we encourage you to read it to better understand how you can update, manage, access, and delete your information.

## **3. ACCESSING THE APP AND SERVICES**

We reserve the right to withdraw or amend this SCU Credit Card Controls App, and any Services or Materials (defined below) we provide on the SCU Credit Card Controls App, in our sole discretion and without notice. We will not be liable if, for any reason, all or any part of the SCU Credit Card Controls App is unavailable at any time or for any period. From time to time, in our sole discretion and without notice, we may restrict access to some parts of the SCU Credit Card Controls App, or the entire SCU Credit Card Controls App, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the SCU Credit Card Controls App.
- Ensuring that all persons who access the SCU Credit Card Controls App through your internet connection are aware of these Terms and comply with them.

To access the SCU Credit Card Controls APP or certain of the resources it offers, you may be

asked to provide certain registration details or other information. It is a condition of your use of the SCU Credit Card Controls APP that all the information you provide on the SCU Credit Card Controls App is correct, current, and complete, and that you have the authority to provide such information to us.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this SCU Credit Card Controls App or portions of it using your username, password, or other security information. You shall bear the entire risk for any use thereof, whether you have authorized such use and whether or not you are negligent. If you permit other persons to use your computer or mobile device, login information or any other means to access the Services, you will be held responsible for any transactions they undertake, and we will not be liable for any damages resulting to you.

You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you sign out of or exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms.

#### **4. CARDNAV SERVICES**

The SCU Credit Card Controls App enables you to control your usage of your credit cards from your mobile device. You can set alert preferences, control when and where your cards are used, and view balances and transactions.

Except as otherwise provided by applicable law, you understand that you are responsible for all uses of the SCU Credit Card Controls App. You are responsible for any fees and charges your financial institution assesses for your use of the SCU Credit Card Controls App or associated with your credit cards. You understand and agree that balances provided for your accounts may not include recent or pending transactions. The SCU Credit Card Controls App is provided for your convenience and any information about your accounts that you receive when using the SCU Credit Card Controls App, including without limitation, confirmation of transactions, does not replace your periodic account statements.

You understand and agree that we must rely on the information provided by you and you authorize us to act on any instruction which has been sent by you, including any control preferences and alerts. If you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse such instructions, but you accept full responsibility for any 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, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of such information.

#### **5. AVAILABILITY**

You agree and understand that the SCU Credit Card Controls App and Services may not be accessible or may have limited utility over some mobile and Internet networks, and there may be technical limitations specific to an individual mobile device that will limit or prevent access to your account. We will use reasonable efforts to make the SCU Credit Card Controls App and Services available for your use on a continuous basis. We do not guarantee functionality of the SCU Credit Card Controls App and Services on all mobile device, on all communication networks, in all geographic regions, or at all times. The SCU Credit Card Controls App and Services may also be temporarily unavailable for regular or emergency system maintenance. We reserve the right to schedule these maintenance periods at any time and without advance notice to you.

## **6. PROPRIETARY RIGHTS AND YOUR USE OF THE SCU CREDIT CARD CONTROLS APP**

Unless otherwise specified in these Terms, all information and screens appearing on this SCU Credit Card Controls App are the sole property of us or our subsidiaries and affiliates, and other parties. We provide content through the SCU Credit Card Controls App that is copyrighted or contains protectable trademarks of us or our third-party licensors and suppliers (collectively, the "Materials"). Materials may include documents, services, software, SCU Credit Card Controls App design, text, graphics, logos, video, images, icons, and other content, as well as the arrangement thereof.

Subject to these Terms, we hereby grant to you a revocable, limited, personal, non-exclusive, and non-transferable license to use, view, print, display, and download the Materials for the sole purpose of viewing them on a stand-alone personal computer or mobile device and to use this SCU Credit Card Controls App solely for your personal use. Except for the foregoing license and as otherwise required or limited by applicable law, you have no other rights in the SCU Credit Card Controls App or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any of the SCU Credit Card Controls App or Materials in any manner or for any purpose that would constitute infringement of our, our licensors', or the SCU Credit Card Controls App's other user's intellectual property rights. All rights not expressly granted herein are reserved.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

## **7. YOUR COMMUNICATIONS**

By forwarding any content or communications to us through the SCU Credit Card Controls App or by other electronic means, you thereby grant us a perpetual, royalty-free, fully paid-up, worldwide, irrevocable, non-exclusive, freely transferable, and freely sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, redistribute, and display such content and communications in any form for the purposes of providing the Services and any purpose tangentially related to the Services. No compensation will be paid to you with respect to our or our sublicensees' use of your communications. By providing or submitting content, you represent and warrant that you own or otherwise control all of the rights to your submitted content and communications as described in this section, including all the rights necessary for you to submit the content and communications and grant the license above.

## **8. ELECTRONIC COMMUNICATIONS**

By using the SCU Credit Card Controls App and/or the Services, you consent to receiving

electronic communications, including electronic notices, from us. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the SCU Credit Card Controls App and/or Materials. These electronic communications are part of your relationship with us. We may require you to sign an E-Sign Disclosure and Consent Agreement in certain instances. If you sign any E-Sign Disclosure and Consent Agreement, you agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## **9. PERMITTED USES**

By accessing or using the SCU Credit Card Controls App, you agree that:

- Your use of the SCU Credit Card Controls App is subject to and governed by these Terms;
- You will use the SCU Credit Card Controls App solely for its Services offered in the normal course of business;
- You will always act in accordance with the law and custom, and in good faith;
- You will comply with and be bound by these Terms as they appear on the SCU Credit Card Controls App each time you access and use the SCU Credit Card Controls App;
- Each use of the SCU Credit Card Controls App by you indicates and confirms your agreement to be bound by these Terms; and
- These Terms are a legally binding agreement between you and us that will be enforceable against you.

You further agree to not use the SCU Credit Card Controls App in any way that:

- Changes or alters the SCU Credit Card Controls App or content or Services that may appear on the SCU Credit Card Controls App;
- Impairs in any way the integrity or operation of the SCU Credit Card Controls App;
- Interferes with or induces a breach of the contractual relationships between us and our employees;
- Is in any way unlawful or prohibited, or that is harmful or destructive to anyone or their property;
- Transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited email and commercial communications;
- Transmits any harmful or disabling computer codes or viruses;
- Harvests email addresses from the SCU Credit Card Controls App;
- Transmits unsolicited email to the SCU Credit Card Controls App or to anyone whose email address includes the domain name of the SCU Credit Card Controls App;
- Interferes with our network services;
- Attempts to gain unauthorized access to our network services;
- Suggests an express or implied affiliation or relationship with us without our express written permission;
- Impairs or limits our ability to operate the SCU Credit Card Controls App or any other person's ability to access and use the SCU Credit Card Controls App;
- Unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;

- Transmits or uploads violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
- Dilutes or depreciates our or any of our affiliates' name and reputation;
- Transmits or uploads content or images that infringe upon any third party's intellectual property rights or right to privacy; or
- Unlawfully transmits or uploads any confidential, proprietary or trade secret information.

We have no obligation, but maintain the right, to monitor the SCU Credit Card Controls App. This list of prohibited activities provides examples and is not complete or exclusive. We reserve the right to terminate access to your account and your ability to use this SCU Credit Card Controls App (or the Materials) with or without cause and with or without notice, for any reason or no reason, or for any action that we determine is inappropriate or disruptive to this SCU Credit Card Controls App or to any other user of this SCU Credit Card Controls App and/or Materials. We may report to law enforcement authorities any actions that may be illegal, and any reports we receive of such conduct. When legally required or at our discretion, we will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this SCU Credit Card Controls App or on the Internet, which may include disclosing any information we obtain. In addition, we may disclose information we obtain as necessary or appropriate to operate or improve the SCU Credit Card Controls App, to protect us and/or our SCU Credit Card Controls App users, or for any other purpose that the law permits.

## **10. USER CONTRIBUTIONS**

The SCU Credit Card Controls App allows you to personalize transactions with tags and memos and may contain other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the SCU Credit Card Controls App.

All User Contributions must comply with the Content Standards set out in these Terms.

Any User Contribution you post to the SCU Credit Card Controls App will be considered non-confidential and non-proprietary. By providing any User Contribution on the SCU Credit Card Controls App, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not us, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the SCU Credit Card Controls App.

## **11. MONITORING AND ENFORCEMENT; TERMINATION**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the SCU Credit Card Controls App or the public, or could create liability for us.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the SCU Credit Card Controls App.
- Terminate or suspend your access to all or part of the SCU Credit Card Controls App for any reason, including any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the SCU Credit Card Controls App. YOU WAIVE AND HOLD HARMLESS US AND OUR AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the SCU Credit Card Controls App, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **12. CONTENT STANDARDS**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or

regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.

- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### **13. THIRD-PARTY SERVICES**

This SCU Credit Card Controls App may link to other websites and services that are not websites and services controlled or operated by us (collectively, "Third-Party Services"). Certain areas of the SCU Credit Card Controls App may allow you to interact and/or conduct transactions with such Third-Party Services, and in certain situations, you may be transferred to a Third-Party Service through a link but it may appear that you are still on this SCU Credit Card Controls App. In any case, you acknowledge and agree that the Third-Party Services may have different privacy policies and terms and conditions and/or user guides and business practices than us, and you further acknowledge and agree that your use of such Third-Party Services is governed by the respective Third-Party Services privacy policy and terms and conditions and/or user guides. We provide links to the Third-Party Services to you as a convenience, and we do not verify, make any representations or take responsibility for such Third-Party Services, including the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Services. YOU AGREE THAT WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SERVICES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY. Any reference on the SCU Credit Card Controls App to any product, service, publication, institution, or organization of any third-party entity or individual does not constitute or imply our endorsement or recommendation.

### **14. SCU CREDIT CARD CONTROLS APP STORES**

You acknowledge and agree that the availability of our SCU Credit Card Controls App may be dependent on the third party from which you received the application's license, e.g., the Apple iPhone or Android app stores ("App Store"). You acknowledge and agree that these Terms are between you and us and not with the App Store and that we are responsible for the provision of Services as described in these Terms. However, if you downloaded the mobile application from the Apple App Store, Apple and its subsidiaries are third-party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. These Terms incorporate by reference [Apple's Licensed Application End User License Agreement](#), for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application

End User License Agreement and these Terms, these Terms will control.

## **15. FEDERAL AND STATE LAWS**

The SCU Credit Card Controls App is operated from the United States and is intended for U.S. residents only. The SCU Credit Card Controls App is not approved for distribution outside of the United States and non-U.S. residents should not rely or act upon the information contained within. When using the SCU Credit Card Controls App, on the SCU Credit Card Controls App, or when using any content provided by us, you must obey all applicable U.S. federal, state, and local laws.

## **16. DISCLAIMER OF WARRANTIES**

Your use of this SCU Credit Card Controls App is at your own risk. The Materials have not been verified or authenticated in whole or in part by us, and they may include inaccuracies or typographical or other errors. We do not warrant the accuracy or timeliness of the Materials contained on this SCU Credit Card Controls App. We have no liability for any errors or omissions in the Materials, whether provided by us, our licensors or suppliers or other users.

TO THE FULLEST EXTENT PROVIDED BY LAW AND EXCEPT AS OTHERWISE PROVIDED HEREIN OR ON THE SCU CREDIT CARD CONTROLS APP, THE INFORMATION AND SERVICES OFFERED ON OR THROUGH THE SCU CREDIT CARD CONTROLS APP AND ANY REFERENCED THIRD-PARTY SCU CREDIT CARD CONTROLS APP ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ANY THIRD-PARTY GOODS OR SERVICES PROVIDED ARE SUPPLIED AS A CONVENIENCE TO YOU AND DO NOT CONSTITUTE SPONSORSHIP, AFFILIATION, PARTNERSHIP, OR ENDORSEMENT. TO THE FULLEST EXTENT ALLOWED BY LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT ALLOWED BY LAW, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SCU CREDIT CARD CONTROLS APP, THE MATERIALS, ANY CONTENT, OR OTHER POSTED MATERIALS ON THE SCU CREDIT CARD CONTROLS APP IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

BY PROVIDING THE SERVICES ON THE SCU CREDIT CARD CONTROLS APP, WE DO NOT IN ANY WAY PROMISE THAT THE SERVICES WILL REMAIN AVAILABLE TO YOU. WE ARE ENTITLED TO TERMINATE ALL OR PART OF ANY OF THE SCU CREDIT CARD CONTROLS APP AT ANY TIME, IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU.

## **17. LIMITATION OF LIABILITY**

WE CANNOT GUARANTEE THE SCU CREDIT CARD CONTROLS APP WILL BE AVAILABLE ONE HUNDRED PERCENT (100%) OF THE TIME BECAUSE PUBLIC NETWORKS, SUCH AS THE INTERNET, OCCASIONALLY EXPERIENCE DISRUPTIONS. ALTHOUGH WE STRIVE TO PROVIDE THE MOST RELIABLE SCU CREDIT CARD CONTROLS APP REASONABLY POSSIBLE, INTERRUPTIONS AND DELAYS IN ACCESSING THE SCU CREDIT CARD CONTROLS APP ARE UNAVOIDABLE AND WE DISCLAIM ANY LIABILITY FOR DAMAGES RESULTING FROM SUCH PROBLEMS.

NOTWITHSTANDING THE FOREGOING, OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES AND THIRD-PARTY SERVICE PROVIDERS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE SCU CREDIT CARD CONTROLS APP, THE MATERIALS, AND ANY CONTENT OR SERVICES OBTAINED THROUGH THE SCU CREDIT CARD CONTROLS APP, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE FIFTY DOLLARS (\$50).

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE SCU CREDIT CARD CONTROLS APP, OR ON ANY OTHER HYPERLINKED WEBSITES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **18. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless us and our affiliates, employees, agents, representatives and third-party service providers, for any and all claims, demands, actions, liability, fines, penalties and expenses that may arise from any of your acts through the use of the SCU Credit Card Controls App. Such acts may include: (i) providing content to or communicating with us or our affiliates; (ii) unauthorized use of material obtained through the SCU Credit Card Controls App; (iii) engaging in a prohibited activity; or (iv) any other action that breaches these Terms.

## **19. COPYRIGHT COMPLAINTS**

We respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us through the contact information provided in the “**QUESTIONS**” section below. provide our copyright agent with the following information.

## **20. INJUNCTIVE RELIEF**

You acknowledge that we may be irreparably damaged if these Terms are not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of these Terms by you, we shall be entitled, without prejudice to any other rights and remedies that may be sought under the mandatory arbitration provision of these Terms, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of these Terms. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the state or federal courts located in Wisconsin. You consent to the jurisdiction of such court and waive any objection to the laying of venue of any such action or proceeding in such court. You agree that service of any court paper may be affected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

## **21. MANDATORY ARBITRATION AND CLASS ACTION AND JURY TRIAL WAIVER**

Most concerns can be resolved quickly and to your satisfaction by contacting us as set forth in the “**QUESTIONS**” section below.

In the event that we are not able to resolve a dispute, with the exception of the claims for injunctive relief by us as described above, and in addition to any other arbitration agreement to which you have not opted out of with us and to the extent allowed by law, you hereby agree that either you or we may require any dispute, claim, or cause of action (“Claim”) between you and us or any third parties arising out of use of the App, the Services, and any other actions with us (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) to be arbitrated on an individual (non-class) basis. Claim includes, except as otherwise provided herein, a dispute about whether this arbitration agreement is valid or enforceable, about when it applies and about whether a dispute is subject to this arbitration agreement (i.e., is arbitrable). However, the term Claim does not include any dispute about the validity, effect, or enforceability of the prohibitions against class proceedings (the “Class Action Waiver”), and any such dispute shall be resolved by a court. Claim also does not include any dispute that is subject to the jurisdiction of, and commenced as an action in, small claims court (or an equivalent court thereto). However, if the dispute is transferred, removed, or appealed from a small claims court to any different court, either party may elect to arbitrate that dispute as a Claim. Additionally, this arbitration agreement does not limit the right of you or us, whether before, during, or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, recoupment, repossession, trustee’s sales, and the like. This arbitration agreement shall include any Claim involving our employees, agents, successors, or assigns, and any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. Additionally, if you are a California resident, you retain the right to obtain public injunctive relief from any court with proper jurisdiction.

This arbitration agreement does not apply to any consumer credit transaction as set forth in the Military Lending Act with respect to any member of the armed forces on active duty or active Guard and Reserve duty, who is on such active duty at the time the consumer credit transaction was entered into, or at the time any Claim is asserted by you or by us, or to any such member’s dependents as they are defined in the Military Lending Act. This arbitration agreement also does not apply to any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling).

All Claims shall be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) (1-800-778-7879; [www.adr.org](http://www.adr.org)), or such arbitrator to which we may agree, in accordance with AAA’s applicable rules and procedure for consumer disputes (“Rules”). The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org).

Either you or we may elect to resolve a particular Claim through arbitration, even if the other party has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party; (b) initiating arbitration against the other party; or (c) filing a motion to compel arbitration in court.

**IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US AND TO APPEAL IS MORE LIMITED IN AN ARBITRATION PROCEEDING THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

You and we agree that the use of the Services involves interstate commerce, and that this arbitration agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must follow, to the extent applicable: (1) the substantive law of the state in which we entered into the transaction giving rise to this arbitration agreement; (2) the applicable statutes of limitations; and (2) claims of privilege recognized at law. In the event of a conflict between the Rules and this arbitration agreement, this arbitration agreement shall supersede the conflicting Rules only to the extent of the inconsistency. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings.

The Claims shall be resolved by a single arbitrator. The Arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

A Claim in an arbitration proceeding may be decided by the arbitrator based on the parties' written submissions. If a hearing is necessary as determined by the arbitrator, it may be conducted by telephone or by video, if the parties have such capabilities. Otherwise, if the arbitrator determines an in-person hearing is necessary, the hearing will take place in the county where you reside, are personally served, or any other place reasonably convenient to you where applicable law requires or pursuant to the Rules. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief or award of attorney fees that could be awarded by a court. Exchange of non-privileged information shall be available to the fullest extent permitted under the Rules. The arbitrator's award can be entered as a judgment in court in accordance with applicable state law. Upon the timely request of any party to an arbitration proceeding, the arbitrator must provide a brief written explanation of the basis for the award, explaining the application of the law to the facts presented. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. We will pay for any filing, administration, and arbitrator fees imposed on you by the AAA. You will be responsible for your own attorneys' fees and other costs and expenses unless you prevail on your Claim in the arbitration, and the arbitrator awards you attorney fees and/or your other costs and expenses under applicable law or the Rules, in which case we will pay your such fees, costs, and expenses. You will not be required to pay any attorneys' fees or costs incurred by us.

**ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; THAT EXCEPT AS OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT, CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.**

Whether any controversy is arbitrated or resolved by a court, you and we voluntarily and

knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.

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

If you have questions about AAA procedures, you may contact AAA at 1-800-778-7879 or visit AAA's website at [www.adr.org](http://www.adr.org).

## 22. OTHER TERMS

**Merger.** These Terms (which hereby incorporate by reference any other provisions applicable to use of the SCU Credit Card Controls App) constitutes the entire agreement between you and us and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and us with respect to the SCU Credit Card Controls Apps and information, software, products and services associated with it.

**Severability.** If any term or provision in these Terms is found to be void, against public policy, or unenforceable by a court of competent jurisdiction and such finding or order becomes final with all appeals exhausted, then the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified, then the same shall be deemed stricken from these Terms in its entirety and the remainder of these Terms shall survive with the said offending provision eliminated.

**Governing Law and Venue.** These Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin, excluding its conflicts of law rules, and the United States of America. Except as set forth in the agreement to arbitration and without waiving it, you agree that any dispute arising from or relating to the subject matter of these Terms (including but not limited to if you opt out of the agreement to arbitration) shall be governed by the exclusive jurisdiction and venue of the state and federal courts of Wisconsin, except where the jurisdiction and venue are mandated by applicable assignment.

**Assignment.** You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without our prior written consent. We may freely assign our obligations and rights under these Terms, including all personal information in our possession that we have collected during your use of the SCU Credit Card Controls App as further described in our [Privacy Policy](#).

**No Waiver.** No failure, omission or delay on the part of us in exercising any right under these Terms will preclude any other further exercise of that right or other right under these Terms.

**Headings.** Provision and section headings are for convenience of reference only and shall not affect the interpretation of these Terms.

**Typographical Errors.** Information on the SCU Credit Card Controls App may contain technical inaccuracies or typographical errors. We attempt to make the SCU Credit Card Controls App's postings as accurate as possible, but we do not warrant the content of the SCU Credit Card Controls App is accurate, complete, reliable, current, or error-free.

## 23. QUESTIONS

If you have any questions or comments about these Terms or this SCU Credit Card Controls App, please contact us by email at [memberservice@summitcreditunion.com](mailto:memberservice@summitcreditunion.com). You also may write to us at:

Summit Credit Union  
PO BOX 8046  
Madison WI 53708-8046  
[memberservice@summitcreditunion.com](mailto:memberservice@summitcreditunion.com)

## Section IX. SCU Debit Card Controls App Terms and Conditions

### 1. Application of Terms and Conditions; Services

The Summit Credit Union Debt Card Controls mobile application (“SCU Debit Card Controls App”) is provided by Visa, Inc. (together with its affiliates or subsidiaries, “Visa”) under a limited licensed to Summit Credit Union (“Summit,” “we,” “us” or “our”) for the benefit of Summit’s members with a Visa-branded debit card issued by Summit. The Terms and Conditions in this section (“Terms”) govern your access to or use of the SCU Debit Card Controls App and the functions, features, and services available through the SCU Debit Card Controls App (“Services”). For purposes of these Terms, “you” or “your” means the person accessing or using the Debit Card Controls App, whether on the person’s own behalf or as an authorized representative of a Summit member, and any person, whose information is provided to us though the SCU Debit Card Controls App.

These terms are a binding agreement between you and us. You agree to the Terms and any changes made to the Terms from time to time when you download, access, or use the SCU Debit Card Controls App or any Service. If you do not agree to these Terms, do not access or otherwise use the SCU Debit Card Controls App, any Service, or any information contained in the SCU Debit Card Controls App.

### 2. ARBITRATION (applies to only Consumer Members)

Consumer Members: THIS SCU DEBIT CARD CONTROLS APP AND SERVICES ARE SUBJECT TO THE ARBITRATION AGREEMENT IN SUMMIT CREDIT UNION’S MEMBERSHIP GUIDE (UNLESS YOU PREVIOUSLY OPT OUT OF THE AGREEMENT IN ACCORDANCE THEREWITH). The Arbitration Agreement provides that either you or we may elect to arbitrate a dispute between the parties, in which case, the dispute will be resolved by an arbitrator instead of a judge or jury and is subject to very limited review by a court. You will be entitled to FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. If you would like a copy of the Arbitration Agreement, please contact us.

### 3. Changes to Service or Terms

We may modify, add, or remove any Service, capability, method to access the Service (such as an iOS or Android device), or communication channel (like SMS/text, email, in-app notification or push

notification) at any time, in our sole discretion, and without notice. In addition, we may modify these Terms at any time, in our sole discretion, with reasonable notice to you.

#### **4. Getting Started; Your Use of the SCU Debit Card Controls App**

You must download the SCU Debit Card Controls App from the appropriate app store for your mobile device and enroll in the Debit Card Controls App to access Services through the app. As part of the enrollment process, you will be asked to provide an email address and mobile phone number that will be used primarily for notifications, verifications, and other communication regarding the Services. The enrollment process will also prompt you to create a username and password to access the SCU Debit Card Controls App. As noted below, you are responsible for protecting your username and password and not sharing them with third parties.

The SCU Debit Card Controls App permits you to add and remove debit cards that access a Summit account. When you add a debit card, the SCU Debit Card Controls App may perform a card eligibility verification process before creating a card credential in the SCU Debit Card Controls App. As part of the general enrollment process, you may receive a one-time passcode to your email address or mobile phone that will be used to verify your identity. The one-time passcode expires shortly after it is sent. The SCU Debit Card Controls App is intended for use in the U.S. by U.S. residents only. When accessing or using the SCU Debit Card Controls App or Services, you agree to comply with all applicable laws, rules and regulation. In addition, you and any person you permit to use the SCU Debit Card Controls App agree to follow these Terms, this Agreement, and your Summit Membership Agreement and Disclosures when using or accessing the SCU Debit Card Controls App or Services. You are prohibited from changing or altering the Debit Card Controls App, content or Services in any way or impairing the integrity or operation of the SCU Debit Card Controls App in any way. You are fully responsible for your use of the SCU Debit Card Controls App and the Services available through the Debit Card Controls App. You are also responsible for any use by a person you allow to access the SCU Debit Card Controls App or Services through your mobile device. The use of the SCU Debit Card Controls App or Services by such person are subject to these Terms.

Your ability to use the Services or the SCU Debit Card Controls App may depend on your mobile phone device and its operating system. You are required to update your mobile phone regularly to ensure you have the most up-to-date operating system.

You may access or use the SCU Debit Card Controls App through a tablet device but the SCU Debit Card Controls App is not optimized specifically for larger devices.

#### **5. Balance and Transaction History**

The SCU Debit Card Controls App allows you to view your transaction history for a debit card added to the app and balances in the accounts linked to the debit card. Refreshing the SCU Debit Card Controls App should give you the most up-to-date balance and transaction information, but a delay may occur for new transactions to appear in the Debit Card Controls App. The SCU Debit Card Controls App may display up to 30 transactions on a linked debit card. The SCU Debit Card Controls App will not display your entire card transaction history.

The SCU Debit Card Controls App may display the “current balance” in the account linked to each debit card. The “current balance” is the total amount of money that is in your Summit account at any given time. The current balance reflects the full amount of all deposits to your Summit account, even though some portion of a deposit may not be available to you or may be pending receipt of funds from a third party, less payment transactions that have “posted” to your account. The current balance does not, however, include, preauthorized commitments to pay merchants that are pending settlement (i.e., have not yet been paid or posted to your account), nor checks or other payments that have not yet posted. Thus, while the term “current” may sound as though the amount you see is an up-to-date display of what is in your account that you spend, that is not always the case. You may also review your account balance(s) in your Summit account(s) by logging into your online Summit account.

The SCU Debit Card Controls App is provided for your convenience and any information about your debit card or the related Summit account that you receive when using the Debit Card Controls App, including, but not limited to, the transaction history, does not replace your periodic account statements associated with your debit card or the related Summit account.

## 6. Card Alerts and Travel Notifications

The SCU Debit Card Controls App gives you the ability to set up transaction alerts on linked debit cards and to notify us of upcoming travel plans. We may also send you account alerts via email in various situations including when an update has been made to your SCU Debit Card Controls App profile information or account data.

*Transaction Alerts.* You may set up and manage transaction alerts in the alert preference settings of the Debit Card Controls App. Available transaction alerts may include:

- Account credits
- ATM withdrawals
- Balance threshold alert (below or above a certain amount)\*
- Card not present transactions
- Declines
- Gas/Fuel purchases
- International transactions (transactions occurring in a country other than the cardholder’s country of residence)
- Transaction thresholds (transactions that exceed an amount set by the cardholder)

\*The balance threshold alert is generated only once a day. The alert may not be sent immediately after a balance crosses the threshold amount that you set. **You must track your debit transactions and ensure you have sufficient funds in your Summit account to cover a transaction.** The balance is based on the primary account linked to the debit card and account balance is assessed at the time of purchase using the debit card.

The SCU Debit Card Controls App delivers transaction alerts through email, text/SMS, or push notifications on device. Except for balance threshold alerts, transaction alerts are generated based on when transactions receive approved authorization through the card networks. The SCU Debit Card Controls App strives to share these transaction alerts in near real time, but transaction alert delays may occur.

When a transaction occurs that may fall into more than one transaction alert category, only one transaction alert will be generated based on a priority method built into the Debit Card Controls App. For example, if a debit card purchase of gas would trigger both a gas/fuel purchase alert and a transaction threshold alert, then only the gas/fuel purchase alert will be sent to you. You should also be aware that when the same debit card is linked to multiple SCU Debit Card Controls App users, each user may receive a different transaction alert depending on their enrollment or setting preferences.

*Travel Notifications.* Setting travel notifications helps prevent declined debit card transactions when you are traveling. The SCU Debit Card Controls App allows you to add, update, delete, or reuse travel itineraries including your trip destination(s), start date, and end date. Even if you notify us of upcoming travel, use of your debit card in other cities, states, or countries may be declined because of system error or other limitations.

## **7. Card Controls Function in App**

The card control function of the SCU Debit Card Controls App enables you to control or limit certain transactions on the debit card(s) that you have linked to the Debit Card Controls App. Card controls may be set for certain categories of transactions including, but not limited to, ATM, e-commerce transactions, international transactions, or transactions above a predefined threshold amount.

Card controls are based on configurations and authorizations in the Visa card network. Circumstances exist where card controls may not work or may be ineffective at prohibiting the sale of products or services. For example, blocking alcohol and tobacco merchant category code will not prohibit the sale of alcohol and tobacco at a convenience store that uses a different merchant category code. As another example, an e-commerce block may not block an online purchase if the merchant provides transaction data elements that indicate an in-person transaction. Card controls may also be ineffective if Summit or Visa does not see the authorization request for the transaction through the card networks or where Visa does not have real-time authorization of a transaction. This may occur when (i) transaction amounts fall below a merchant's floor-limit, (ii) recurring payments, transactions that merchants override and non-real time transactions, (iii) EMV offline approved transactions (if supported), (iv) non-Visa networks perform Stand-in-Processing, or (v) on-us ATM transactions through different ATM providers. We are not responsible for any losses or damages that may result from a card control that is ineffective because of an authorization, coding, or other configuration limitation in the card networks.

You may turn a card control on and off or otherwise modify the card control through the Debit Card Controls App. You understand that changes to card controls may not occur in real-time if technical issues arise. When you turn a card control on or off, you authorize us to notify other users who have the same debit card linked in their own SCU Debit Card Controls App of the change in card control.

## **8. Card Management and Provisioning**

The SCU Debit Card Controls App enables you to manage your debit card(s), view your card details, and provision your debit card for use in mobile wallets.

To edit your card details through the SCU Debit Card Controls App including your expiration date or security code or other see your card details, you must first enroll an active debit card in the Debit Card Controls App. You can view your full debit card details through the Debit Card Controls App. You also may suspend or deactivate a debit card from the app or delete a debit card from the Debit

Card Controls App. If you choose to suspend or deactivate a debit card, transactions on the card will be declined unless or until you reactive your debit card. You understand that delays may occur when changing card details or suspending or deactivating a debit card because of technical issues or system limitations.

**Sensitive information about your debit card may be viewed through your Debit Card Controls App. You must keep your username and password secure and not permit any third party to access your mobile device. Unauthorized access to the SCU Debit Card Controls App could place funds in your linked Summit account at risk.**

The SCU Debit Card Controls App also permits you to provision enrolled debit cards to a mobile wallet on your device to enable tap-to-pay transactions. Current eligible wallets include Apply Pay, Google Pay, Samsung Pay, and Visa Click to Pay. You understand that provisioning cards may be limited based on the mobile wallet used (like Google Pay or Samsung Pay).

## **9. Digital Issuance Before Physical Card**

If we make the Digital Issuance feature available through the Debit Card Controls App, you will be able to use a new or substitute debit card through a mobile wallet on your device before you receive the physical debit card. If the feature becomes available, the SCU Debit Card Controls App will send you an activation code via email to add your new or substitute debit card to your SCU Debit Card Controls App account. The activation code will expire if not used. The activation code will add card details to your SCU Debit Card Controls App and will provision the debit card for use in Apple Pay, Google Pay, Samsung Pay, Click to Pay. See Section 8 (Card Management and Provisioning) above for warnings about card details and limitations on card provisioning to mobile wallets.

## **10. App-to-App Linking; Third-Party Apps and Websites**

The app-to-app linking feature on the SCU Debit Card Controls App enables third party apps, websites, emails, SMS messages, and certain social media to link to and launch in the Debit Card Controls App. Another feature of the SCU Debit Card Controls App enables these links to be associated with specific areas of the Debit Card Controls App. After launching the app and authenticating the user, you will be directed to the appropriate DPS feature or screen with the linked third-party website, application, services, or content.

This linking feature and other aspects of the SCU Debit Card Controls App may link to other websites, applications, and services that are not websites and services controlled or operated by us (collectively, "Third-Party Services"). Certain areas of the SCU Debit Card Controls App may allow you to interact and/or conduct transactions with such Third-Party Services, and in certain situations, you may be transferred to a Third-Party Service through a link but it may appear that you are still on the Debit Card Controls App. In any case, you acknowledge and agree that the Third-Party Services may have different privacy policies and terms and conditions and/or user guides and business practices than us, and you further acknowledge and agree that your use of such Third-Party Services is governed by the respective Third-Party Services privacy policy and terms and conditions and/or user guides.

We provide links to the Third-Party Services to you as a convenience, and we do not verify, make any representations or take responsibility for such Third-Party Services, including the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Services. YOU AGREE THAT WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE

ON OR THROUGH ANY THIRD-PARTY SERVICES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY. Any reference on the SCU Debit Card Controls App to any product, service, publication, institution, or organization of any third-party entity or individual does not constitute or imply our endorsement or recommendation.

## **11. Communication Channels**

We send your transaction alerts, account alerts, or other communication regarding the SCU Debit Card Controls App through email, text/SMS, push notifications on iOS or Android devices, or through in-app messaging. To receive push notification on your device, you must enable or opt-in to receiving push notifications. You may unsubscribe to email alerts or stop text/SMS alerts in connection with the Debit Card Controls App. However, you understand that opting out of emails, text/SMS alert, and/or push notifications may limit your ability to use certain features of the SCU Debit Card Controls App such as transaction alerts.

By using or accessing the Debit Card Controls App, you represent that you are the owner of the email address and mobile phone number that you add to the Debit Card Controls App, or that you have the delegated legal authority to act on behalf of the owner of such email address or mobile phone number in connection with the Debit Card Controls App. You agree that Summit, Visa, and their agents may send emails or SMS/text messages to the email address or mobile phone that you add to the SCU Debit Card Controls App from time to time. You agree that Summit, Visa, or either of their agents may use automatic telephone dialing systems and/or prerecorded message to deliver alerts, notices, or other messages through text messages/SMS to any mobile phone number that you add to the SCU Debit Card Controls App from time to time. You agree that Summit and Visa are not liable for any delay or failure to deliver any emails or text/SMS messages related to the Debit Card Controls App.

## **12. Costs**

There is no additional fee to you to use the Debit Card Controls App. Any existing fees applicable to the debit cards that are linked to the SCU Debit Card Controls App continue to apply. See your Summit Membership Agreement and Disclosures for details. You agree that Summit and Visa are not responsible for any fee or expense that a telephone or other online service provider may charge you as a result of or in connection with accessing or using the Debit Card Controls App, including, but not limited to, any charges for related data, text, or other message services. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.

## **13. Electronic Transactions**

By accepting these Terms, you consent to conduct transactions with us by electronic means and general use of electronic records, signatures, and communication in our relationship with you.

## **14. Your Obligations to Notify and Update**

You must immediately notify us if any email address or mobile phone number that you have added to the SCU Debit Card Controls App is changed or is no longer used by you. You may update your

email address or mobile phone number for alerts, notifications, or other messages through that Debit Card Controls App. Email is the primary method that we use to communicate with you in connection with the Debit Card Controls App. Please check your email regularly for important messages.

You must report to us promptly any problems that you encounter with the Services or Debit Card Controls App.

## **15. Biometric Authentication**

Fingerprint, Facial ID and Iris recognition are forms of Biometric authentication that enable you to log into the SCU Debit Card Controls App using the biometric functionality available on your mobile device without typing in your username and password. The Biometric authentication (Fingerprint, Facial ID, Iris Recognition) that is available may be limited depending on the types of mobile device you use.

Biometric authentication is disabled when you initially download the Debit Card Controls App. You may enable and disable Biometric authentication through the Settings screen in the Debit Card Controls App. If your mobile device does not support Biometric authentication, an option to enable Biometric authentication will not appear.

When you opt-in to Biometric authentication, you acknowledge the following:

- Biometric authentication functionality is not controlled by the Debit Card Controls App, nor does the SCU Debit Card Controls App have access to your mobile device's established Biometric authentication values, such as fingerprint.
- Any Biometric authentication methods stored on your mobile device may be used to access your accounts. If you share your mobile device with another person, consider turning this feature off Biometric authentication to protect your accounts and information.

## **16. Privacy**

Protecting your privacy is very important to us. We will follow (i) the Privacy Policy that you received when opening your Summit account, as amended from time to time, and (ii) the Online Privacy Policy, as amended from time to time, in connection with the Services and Debit Card Controls App. Please review the Privacy Policy to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your personal information.

## **17. App and Services Availability; Termination**

The SCU Debit Card Controls App is supported on the most current iOS and Android devices and operating systems. You must update your mobile phone and the SCU Debit Card Controls App periodically to maximize the Debit Card Controls App's functionality.

You agree and understand that the SCU Debit Card Controls App and Services may not be accessible or may have limited functioning over some mobile and Internet networks, and there may be technical limitations specific to an individual mobile device that will limit or prevent access to or use of the SCU Debit Card Controls App or a Service on your mobile device. We will use reasonable efforts to make the SCU Debit Card Controls App and Services available for your use on a continuous basis. We do not guarantee functionality of the SCU Debit Card Controls App and Services on all mobile device, on all communication networks, in all geographic regions, or at all

times. The SCU Debit Card Controls App and Services may also be temporarily unavailable for regular or emergency system maintenance. We reserve the right to schedule these maintenance periods at any time and without advance notice to you.

You agree that at any time, in our sole discretion, we may suspend or terminate your access to all or part of the SCU Debit Card Controls App or Services, including, without limitation, in the event (i) you violate these Terms, or (ii) you are no longer eligible for membership at Summit.

## **18. Security; Unauthorized Use of App; Liability for Loss**

YOU AGREE TO NOTIFY US IMMEDIATELY of any unauthorized access to or use of your username or password or any other breach of security in connection with your SCU Debit Card Controls App or debit card by contact us at [MemberService@SummitCreditUnion.com](mailto:MemberService@SummitCreditUnion.com) or call us at 800-236-5560.

Sensitive card information is accessible through the Debit Card Controls App. You are responsible for safeguarding your password and username and not allowing other persons to access your mobile device. You understand and acknowledge that you may be solely responsible for any loss of funds in an account related to a debit card that you add to the SCU Debit Card Controls App unless the losses of funds are otherwise limited in your Summit Membership Agreement and Disclosures. If you are concerned that the SCU Debit Card Controls App on your mobile phone has been jeopardized or for any other reason, you may request that your SCU Debit Card Controls App account be suspended or locked by calling 800-236-5560. To log in or perform functions with the SCU Debit Card Controls App again, you must call 800-236-5560 to unsuspend or unlock your account.

## **19. Disclaimers of Warranties; Limitation of Liability**

You agree that Visa and Visa's affiliates have not liability related to the data generated by the SCU Debit Card Controls App or Services.

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, SUMMIT AND VISA MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SCU DEBIT CARD CONTROLS APPOR SERVICE. SUMMIT AND VISA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL SUMMIT, VISA, OR ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (II)

UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (III) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF SUMMIT OR VISA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE DEBIT CARD CONTROLS APP OR SERVICE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND DEBIT CARD CONTROLS APP. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF SUMMIT, VISA, OR ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

## **20. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the SCU Debit Card Controls App and Services, and except as otherwise provided in this Terms, you agree to indemnify, defend and hold harmless Summit, Visa, and its owners, directors, officers, agents, from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the SCU Debit Card Controls App or Services, or any violation by you of these Terms.

## **21. Contact Us**

If you have questions regarding the SCU Debit Card Controls App or Services, please contact: Summit call center: 800-236-5560. You may also contact us at [MemberService@SummitCreditUnion.com](mailto:MemberService@SummitCreditUnion.com)

## **22. Governing Law**

These Terms are governed by the bylaws of Summit Credit Union, federal law and regulations, the laws and regulation of the state of Wisconsin, and local clearinghouse rules as amended time to time. Any disputes regarding these Terms are subject to the Arbitration Agreement in Summit Credit Union's Membership Guide unless you are opted out to the Arbitration Agreement in accordance therewith or you are a business member. Otherwise, disputes will be subject to the jurisdiction of the court of the county in which we are located.

## **23. Other Terms**

If a court holds any portion of these Terms to be invalid or unenforceable the remainder of these Terms shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of these Terms. No failure, omission or delay on the part of us in exercising any right under these Terms will preclude any other further exercise of that right or other right under these Terms.

These Terms (which hereby incorporate by reference any other provisions applicable to use of the Debit Card Controls App) constitutes the entire agreement between you and us and it supersedes

all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and us with respect to the SCU Debit Card Controls App and information, software, products and services associated with it.

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without our prior written consent. We may freely assign our obligations and rights under these terms.