



Business Online Banking Services Agreement

I. INTRODUCTION

This Online Banking Services Agreement (the “Agreement”) is made this ___ day of _____, 2016 by and between The University of Virginia Community Credit Union, Inc., a Virginia corporation (“UVACCU” – as defined below) and _____ (“You” – as defined below) on the following terms and conditions:

You hereby expressly acknowledge and agree that Your use of UVACCU's Online Banking Services (as defined below) shall be governed by this Online Banking Services Agreement and by enrolling in the Online Banking Services described below and/or by returning an executed version of this Agreement, You understand and agree to all the following terms and conditions:

II. GENERALLY APPLICABLE TERMS AND CONDITIONS

1. Definition of Terms and Eligibility

1.1 Definitions. For the purposes of this Agreement and all services provided under this Agreement, the following definitions apply and any capitalized terms in this Agreement shall have the following definitions:

- a. “Credit Union,” “We,” “Us” or “Our” refers to UVA Community Credit Union, Inc., a Virginia corporation.
- b. “You” or “Your” refers to each member or authorized agent that accesses the Online Banking or Mobile Banking services described in this Agreement.
- c. “Access Code(s)” refers to the Member/User identification number (User ID), Password and any other means of access to Our Online Banking or Mobile Banking services.
- d. “Account(s)” refers to all eligible enrolled deposit Accounts of the Member that are linked and are accessible through Business Online Banking.
- e. “Administrator” refers to the individual(s) designated by You to have complete authority on Your behalf over (a) any and all information, transactions and other services that may be initiated via Business Online and (b) adding and removing other authorized User(s) and setting up and/or modifying the authority of such User(s) as governed in this Agreement.
- f. “Agreement” refers to this Online Banking Services Agreement
- g. “Authorized Person(s)” refers to those individuals that have been empowered to act on behalf of the account owner with respect to Accounts held at the Credit Union, as reflected by the *Business Membership and Account Agreement*, and the *Authorization Designation* on file at the Credit Union.

- h. "ACH Rules" refers to all applicable rules or regulations issued by the National Automated Clearing House Association ("NACHA"), the Electronic Payments Network, and any applicable state or federal laws.
- i. "Business Day" refers to Monday through Friday, excluding federal holidays and any other day on which the Credit Union is not open for business.
- j. "Business Online Banking Guide(s)" or "Guide" refers to the Business Online Banking Reference Guide, and all other related Business Online Banking guides, help or support text or similar documents (whether in hard copy or in electronic format, including without limitation PDF issued by Us to You from time to time for use with the Services, including without limitation the terms or instructions that appear on a web page when You use a Service (as such terms or Instructions may be amended from time to time).
- k. "Dual Authorization" refers to approval by two (2) Users, (Administrator(s) and/or additional Users) that may be required in order to release transactions initiated or requested using the ACH Service, the Wire Transfer Service, the Bill Pay Service, and the Internal Transfer Service to the Credit Union for processing. Dual Authorization requires that all Accounts linked through a single Business Online Banking portfolio share the same Administrator and also share at least one additional User.
- l. "EFT" refers to electronic funds transfers that are electronically initiated transactions through Online Banking or Mobile Banking involving Your share Accounts and Bill Pay transfers made through Bill Pay Services.
- m. "Funds Transfer Agent" refers to correspondents, agents, subagents, funds transfer and communications systems We use to process a funds transfer requested using the ACH, Bill Pay, or Wire Transfer Services.
- n. "Instruction" refers to any request or instruction that We receive through Business Online Banking in accordance with the agreed Security Procedures.
- o. "Online Banking" or "Service(s)" refers to UVA Community Credit Union's Online Banking services.
- p. "Password" refers to any confidential Password, phrase, code and/or number, or any other identification whether issued to the Member or any User by the Credit Union or adopted by the Member or any User (including any Business Online Banking ID, User ID and/or Login ID) that may be used to access the Website and/or Business Online Banking and/or the Services and/or to effect Instructions under the agreed Security Procedures.
- q. "Security Procedures" refers to the combination of Member controls over which Account(s) and Services are accessible through Business Online Banking, Member controls over which individuals are authorized Administrators, Member controls over authorization requirements for Account access, Administrator controls over additional authorized Users, and Passwords, and other authentication requirements set forth in this Agreement, the Guides, and on the Website (as such requirements may change from time to time).

- r. "Settlement Date" refers to the requested payment date (which must be a Business Day) for a funds transfer initiated using the ACH Service (as indicated in the Instructions received by the Credit Union for the transaction).
- s. "User(s)" refers to person(s) the Administrator(s), whom You designate pursuant to Section 1.2 below, may designate as additional Users of a Service in accordance with the procedures set out in the Business Online Banking Guides. Such Users and the Administrator are sometimes referred to as "Users" in this Agreement. An individual User's authorities and limits must be established by Your Administrator. All Users must be specifically identified and authorized natural persons (individuals).
- t. "Website" refers to - <https://www.uvacreditunion.org/> and any other Services-related web pages of the Credit Union.

1.2 Eligibility for Business Online Banking. By completing and submitting the Credit Union's Online Banking Services Agreement ("**Agreement**") or by logging into and using a Service, You (a) agree to be bound by the Guides and by the terms of this Agreement as amended from time to time pursuant to Section 13 below, and (b) represent to the Credit Union that You are an Authorized Person as defined in this Agreement and/or as shown in the most current Authorization Designation on file at the Credit Union.

UVA Community Credit Union requires a duly authorized Account representative of a Business or non-retail account to designate an Administrator. This Administrator must also be an Authorized Person on the account itself. The Administrator may be granted all rights and privileges associated with Online Banking use, or may be limited, at the discretion of UVA Community Credit Union. Once established, any transaction or other order received under the Login ID and Password of that Administrator will be considered authorized and may be acted on by UVA Community Credit Union. It is the responsibility of the account owner(s) to monitor any and all actions of the Administrator. It is also the responsibility of the account owner(s) to notify UVA Community Credit Union immediately if the designated Administrator is no longer a signer on the account, and therefore no longer authorized by the account holders to transact business within Online Banking. UVA Community Credit Union assumes no liability or fault for transactions or payments authorized under an Administrator's Login ID and Password unless We have been notified and have had a reasonable time to act in removing or restricting the access of that Administrator.

The Administrator may have the ability to establish Login IDs and Password for other members of the Business as s/he sees fit. The Administrator may assign rights and privileges of each User up to and including all rights and privileges that are accessible by the Administrator. UVA Community Credit Union assumes and has no liability or responsibility in monitoring the authorization of those Users, and We may act on any transaction or order entered into Online Banking by any of those Users, within the rights and privileges assigned to them by the Administrator.

An Administrator or other specifically authorized User may be able to view, print, and download electronic Account statements and certain Account transaction information on Your behalf by electronic means using the Credit Union's Electronic Statement Delivery and Account Transaction Information Services. You authorize the Credit Union to execute all Instructions

received by the Credit Union from any of Your Users under the Security Procedures contained in the Business Online Banking Guides.

Dual Authorization may be established for Your Accounts in connection with Your use of the ACH Service and/or the Wire Transfer Service. Dual Authorization will not apply to the number of signatures required on checks, drafts, or negotiable orders of withdrawal written against Your checking account(s). Notwithstanding the foregoing, the Credit Union reserves the right, at the Credit Union's discretion, to require Dual Authorization as a condition of using the ACH, Wire Transfer, and/or Internal Transfer Services, and as a condition for using any other Business Online Banking Service.

1.3 Acknowledgement. You acknowledge and agree that limitations on Account access can only be controlled by the Administrator, not the Credit Union. The Credit Union will not be liable to You or any third-party for any loss, damage, or expense arising from access to an Account by any User. **You agree to indemnify, defend and keep the Credit Union harmless against all actions, claims or demands arising from or relating to any action of a User. Your obligations under this Section 1.3 shall survive termination of this Agreement and termination of Your participation in Business Online Banking (or any applicable Service).**

1.4 Governance. This Agreement is governed by the laws of the Commonwealth of Virginia and applicable federal law. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable; additionally, all remaining provisions shall remain in full force and effect. Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the Commonwealth of Virginia. The parties acknowledge that this Agreement has been prepared by an attorney for the Credit Union. The rule of construction of contract language against the drafting party is hereby waived.

1.5 Representations; Compliance with Applicable Laws and Regulations; Unlawful Internet Gambling.

You represent and warrant to us that (1) if you are not a natural person; you are duly organized, validly existing, and in good standing under the laws of your state of organization, and you have the full power and authority to carry on your business as now conducted and are duly qualified to do business and in good standing in each jurisdiction where qualification is necessary for your business, and you have not commenced any dissolution or reorganization proceedings, (2) if you conduct business under an assumed or fictitious business or professional name, you have properly filed the assumed name certificates as required by law to the appropriate governmental filing office for your jurisdiction; and (3) you have obtained all necessary consents to enter into this Agreement and make it legally binding. You must comply with all applicable state and federal laws and regulations at all times you use our Services. Without limiting the generality of the foregoing, you acknowledge and agree that you will not use any of the Services or any of your accounts with us to process any restricted transactions as defined in Federal Reserve Regulation GG (Prohibition On Funding Of Unlawful Internet Gambling), This restriction includes, but is not limited to, the use of any Service or account to process any transaction in which any credit, electronic funds transfer (e.g. ACH or wire transfers), check, draft or other instruments are knowingly accepted in connection with the participation in unlawful internet gambling.

2. Administration; Requirements for Use

2.1 The Administrator may be permitted to take the following actions using the Services (to the extent a Business has qualified for a specific Service):

- a. Set up and/or change Users, define which Accounts and Services Users may access, and set transaction limits if applicable within which Users may initiate and authorize funds transfers using the Bill Pay, ACH, Wire Transfer and/or other Services. These limits can be amended by the Administrator up to the maximum limits established by the Credit Union. The Administrator and User(s), to the extent authorized by the Administrator, will be able to view and access each Account and each applicable Service in any manner and for any purpose available through Business Online Banking (whether now available or available at some time in the future), subject to the limitations and restrictions of this Agreement. All daily and other transaction limits (whether per Member, per Account, per User, or per Administrator) are subject to approval and limits established by the Credit Union, and the Credit Union reserves the right to modify all such daily and other transaction limits from time to time at the Credit Union's discretion, without advance notice.
- b. Authorize changes initiated by another User under applicable Dual Authorization rules.
- c. View and change the permissions of the Users created.
- d. Download transaction information to certain spreadsheet-compatible formats for use in connection with certain commercially available third-party accounting software.
- e. Create and change beneficiary, payee and/or participant lists for Bill Pay, ACH and Wire Transfers.
- f. Access information about additional Credit Union products and services that may be of interest to You.
- g. Obtain an audit trail of confirmed actions taken by Users.

2.2 Requirements for Use. To use Online Banking, You must have at least one UVA Community Credit Union account, access to Internet Online Banking, recommended Internet browser software as described in the section of this Agreement titled Hardware and Software Requirements, and a valid e-mail address.

2.3 Credit Information. We may investigate Your credit record and obtain any credit report We consider necessary or appropriate in connection with any aspect of Our dealings with You and Your Account(s) with respect to all Services described in this Agreement (including, but not limited to, considering whether to cancel or suspend Your right to use Business Online Banking and investigating any dispute concerning any funds transfer requested through Business Online Banking). All information gathered or obtained from You in connection with Online Banking Services will be managed under the Credit Union's Privacy Policy available on Our website. We may use monitoring processes, automated or otherwise, to detect any use of Online Banking by any Member that violates the terms of this Agreement or applicable law.

3. Accounts

3.1 Each of Your Accounts at the Credit Union will continue to be subject to all other agreements otherwise governing them, except where it is specifically noted to the contrary in this Agreement. Additionally, Your Accounts and the Services will be subject to the Credit Union's rules, procedures and policies applicable to Your Accounts; the rules and regulations of any Funds Transfer Agent used by the Credit Union in connection with the Services, and applicable state and federal laws and regulations.

3.2 You may ask the Credit Union to add new eligible deposit accounts or remove existing accounts from applicable Services by contacting the Call Center on Business Days between the hours of 7:30 am and 6:00 pm Eastern Standard Time (EST), or by sending Us a Secure Message from within Business Online Banking.

4. Security Procedures and Instructions.

4.1 Upon successful completion of Business Online Banking set-up, the Administrator may then designate additional Users for the applicable Services. All Administrators are required to establish Login IDs and new Passwords for each User before accessing Business Online Banking. It is Your Administrator's responsibility to require that these Passwords be kept confidential and be used only by authorized persons. You agree that use of a Password is a commercially reasonable method of providing security against unauthorized electronic transactions.

4.2 You authorize the Credit Union to act on Instructions received under Your login credentials (Passwords and enhanced login security information) through Business Online Banking. For security purposes it is recommended that You and all Users memorize Your Password and do not write them down. You are responsible for keeping Your Password and Account information confidential.

4.3 Your Users agree to comply with the terms of this Agreement, the Guides, and any other reasonable instructions or recommendations We may issue to You regarding Business Online Banking security including, without limitation, the security recommendations contained in the Guides. You agree that it is Your sole responsibility to set up, maintain and regularly review security arrangements concerning access to, and use of, the Services, information stored on Your computing and communications systems, Your and any of Your Users' control of Passwords and other security devices and access to Business Online Banking.

4.4 You confirm that You have assessed the Security Procedures for Business Online Banking and have determined that these features, in combination with Your own security measures, are commercially reasonable for Your Account(s). You acknowledge that the primary purpose of the Security Procedures for Business Online Banking is to verify the authenticity of Instructions We receive through or in connection with the Services, and whether such Instructions are submitted by Your Users or otherwise on Your behalf. The Security Procedures do not detect and are not intended to detect errors in the content of any Instructions, and You acknowledge that no procedure for the detection of errors in the content of Instructions has been agreed upon by You or Us. You acknowledge that You are solely responsible for the content, accuracy, and completeness of all Instructions.

4.5 You must ensure that Your Users keep their Login ID and Password secure and secret at all times and take steps to prevent unauthorized use of their Login ID, Password, and any other security device or measure provided to them. Your Login ID, Password and security credentials act as Your signature. You must notify Us immediately if You (including any User) know of or suspect any loss or theft of security credentials, or any use or attempted use of security credentials by an unauthorized person.

4.6 You agree to regularly obtain and review the audit trail of confirmed actions taken by Users and to regularly review all Account transactions that have been requested using the Services. You must notify Us immediately if You (including any User) know of or suspect any unauthorized access to Business Online Banking, the Website or the Call Center, or of any unauthorized transaction or Instruction. You also agree to cooperate with Us in connection with Our review or investigation of any claim of an unauthorized or erroneous funds transfer initiated using Business Online Banking, and You agree that We may review Your records in connection with any such review or investigation and in connection with any security-related audit or review of Your compliance with the requirements of this Agreement. **Your obligations under this Section 4.6 shall survive termination of this Agreement and termination of Your participation in Business Online Banking (or any applicable Service).**

4.7 The Services are accessed through the Internet, which is a public system over which We have no control. It is therefore Your duty to make sure that any computer or other device used to access the Services is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components.

4.8 You agree that You are solely responsible for the performance and protection of any browser used in connection with Business Online Banking including the prompt adoption by You of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers.

4.9 If any Instruction identifies an intermediary bank, the beneficiary's or payee's bank, or the beneficiary or payee by name and an account or other identifying number, We and Our Funds Transfer Agent may act solely on the basis of that number (even if that number identifies a different bank, beneficiary or payee). We and Our Funds Transfer Agent have no duty to detect any inconsistencies between names and identifying numbers contained in any Instructions. If an Instruction does not designate an intermediary bank where appropriate, We may select an intermediary bank and You agree that We shall have no liability with respect to such selection. We are not responsible for any error or delay on the part of any intermediary bank or any beneficiary's or payee's bank in accepting, processing and/or transmitting Your Instructions, unless the error or delay is the direct result of Our own gross negligence or willful wrongdoing. In addition, if You specify an intermediary bank (whether by name or identifying number), You agree that You shall bear all risk of loss if that intermediary bank fails to properly process and transmit Your Instructions.

4.10 Instructions requesting cancellation or amendment of an already-transmitted Instruction must be transmitted to Us using the same level of Security Procedure as used for the original Instruction. If You ask Us to cancel or modify any already-transmitted Instruction, We will make all reasonable efforts to comply with Your request. However, except to the extent specifically provided in this Agreement, We have no obligation to cancel or amend a requested funds transfer after Instructions for such transfer have been transmitted to Us for processing. In no

event will We be liable for any failure to cancel or modify an Instruction if such a request is not received at a time or under circumstances that give Us a reasonable opportunity to act on Your request (including, for example, any request received after We have already started processing the Instruction).

4.11 We will not be obligated to execute any Instruction if:

- a. it is not in accordance with any term or condition applicable to the Account or the Services;
- b. We believe it may not be authorized by You;
- c. it involves funds subject to a hold, dispute, restriction or legal process We believe prevents their withdrawal;
- d. it would exceed Your collected and available balance in the Account on the day the transfer is scheduled to be made or on the day We begin processing the requested transfer or Instruction;
- e. it would result in exceeding any limit established by Us or by You;
- f. it would violate any applicable provision of any risk control program of any federal or state law or regulatory authority;
- g. it is not in accordance with Our applicable policies, procedures or practices;
- h. We have reasonable cause not to honor for Our or Your protection; or
- i. this Agreement or the applicable Service for the applicable Account has been terminated by You or by Us.

We shall have no liability to You or to any third-party for the rejection of any funds transfer requested using Business Online Banking.

4.12 Transactions may not be executed by Us immediately when an Instruction is received. Some transactions may take time to process and certain Instructions may only be processed during normal banking hours on Business Days even though Business Online Banking is online and may be accessible outside such hours. We are not responsible for delays in processing caused by circumstances beyond Our control, including but not limited to errors You cause through Your inputting and/or releasing of funds transfers requested using Business Online Banking, or errors caused by machine or transmission facility malfunctions, or the action or inaction of any network, financial institution, or other third-party (including without limitation any Funds Transfer Agent). To the fullest extent permitted by law, Our Funds Transfer Agent shall be deemed to be Your agents and We shall not be under any liability for any errors, negligence, suspension or default of any of them, all such risks shall be borne by You.

4.13 We may require additional security or verification procedures to be completed before initiating or finalizing any transaction requested through Business Online Banking. We may choose not to honor or accept any request initiated through Business Online Banking, even when the Login ID and Password are successfully entered into Business Online Banking. If We do not act on (reject) or delay acting on an Instruction, We shall attempt to notify You of this as

soon as is reasonably possible after We have received the Instruction for processing, to the extent permitted by law. Unless otherwise provided in this Agreement, We may in Our sole discretion choose to notify You by telephone, first-class mail, or electronic message (through the Secure Messaging Service or directed to any e-mail address We have on file for Your participation in Business Online Banking). We may direct such notices to any of Your Administrators, in Our sole discretion. We shall have no liability to You that we do not give you notice or we give notice at a later or earlier time than that provided for herein. If We reject an Instruction because of insufficient available funds in Your Account, We will generally notify You no later than the requested Settlement Date for such requested funds transfer (as applicable).

4.14 As part of Our processing of funds transfer Instructions We receive from You or any User pursuant to this Agreement, We may in Our sole discretion place an administrative hold on, and set-off against, funds in Your Account(s) sufficient to cover any and all funds transfers requested through Business Online Banking by You or any User, together with any and all fees associated with the funds transfer, whether or not such fees are then due. Such administrative hold and set-off shall be effective at the time the Credit Union exercises this option even though evidence of the hold or set-off is not entered in the records of the Credit Union until a later time.

4.15 Notwithstanding Section 4.14 above, You agree that We may choose in Our sole discretion to withdraw funds from Your Account(s) sufficient to cover any and all funds transfers requested using the ACH Service two Business Days immediately preceding the requested Settlement Date, to facilitate the prefunding of Your requested ACH funds transfers.

4.16 You agree that funds transfer Instructions submitted using the ACH or Bill Pay Service may be transmitted through the Automated Clearing House (ACH) network and that payment to a payee relating to such Instructions is provisional until the payee's financial institution has received final settlement with respect thereto through a Federal Reserve Credit Union or otherwise has received payment as provided for in Section 4A-403(1) of Article 4A of the Uniform Commercial Code. If the payee's financial institution does not receive such final settlement or other payment, the payee's financial institution shall be entitled to a refund from the payee in the amount of such provisional payment, and You will not be considered to have paid the payee in such a case.

4.17 You agree that if a funds transfer You request is rejected by any intermediary or receiving financial institution (for example, because of erroneous or incomplete information in Your Instructions, or for any other reason), we have no obligation to attempt to correct or re-initiate Your funds transfer instructions, or to notify You of the intermediary or receiving financial institution's rejection.

4.18 Unless otherwise instructed, We will credit the applicable Account for any funds transfer requested using Business Online Banking that is rejected or returned.

4.19 Monitoring Communications. In the regular course of business of the Credit Union or any agent of the Credit Union (including without limitation any Funds Transfer Agent), We or Our agent may, for security and quality control purposes, monitor and record telephone calls, electronic messages or other communications to or between any of the employees and other agents of the Credit Union or Our agent and You (including Your Users and anyone else requesting or purporting to request on Your behalf), including, but not limited to, any Instruction

to the Credit Union. **This Section 4.19 shall survive termination of this Agreement and termination of Your participation in Business Online Banking (or any applicable Service).**

4.20 Third-party Links. When You leave UVA Community Credit Union's website and enter an external website that is not hosted by UVA Community Credit Union You will no longer be subject to, or under the protection of, the privacy and security policies of UVA Community Credit Union's website. UVA Community Credit Union is not liable for information, content or transactions, nor does it guarantee the services provided at other sites. This service is provided by one of Our reliable partners, however, We encourage You to read and evaluate the privacy and security policies on the site You are entering, which may be different from those of UVA Community Credit Union.

4.21 Hyperlinks. The Credit Union may elect to display one or more hyperlinks on the Online Banking Service website from time to time. A hyperlink is any highlighted words or phrases in a document that allow Members to click through to another section of the same document or to another document on the Internet. A hyperlink may allow Members to click through to a third-party website over which the Credit Union has no control. The Credit Union disclaims any responsibility for the content, products and services provided at linked third-party websites. The Credit Union is not liable for any failure of the products or services advertised on third-party websites. Members should be aware that third-party websites may have privacy policies that differ from the Credit Union's; it is the Member's responsibility to review privacy policies at the linked third-party websites to determine whether those policies are acceptable to Member. Linked third-party websites may provide less security than the Credit Union's website.

5. Service Interruptions

5.1 Service Availability. At certain times the Services may not be available due to system maintenance or circumstances beyond Our control. During such times, or if for any other reason You are not able to access the Services online, You may call the Call Center at 1-434-964-2001 during Business Days between the hours of 7:30 and 6:00 pm EST, and Saturdays between the hours of 9:00 am and 1:00 pm EST for assistance with Services.

5.2 Force Majeure. We will not be liable for delay in performing or failure to perform any obligations under this Agreement that is caused by circumstances beyond Our reasonable control, including, but not limited to, the failure, malfunction, or unavailability of telecommunications, data communications and computer systems and services, war, acts of terrorism, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third-party). Any delay or failure of this kind will not be deemed to be a breach of the Agreement and the time for performance of the affected obligation will be extended by a period that is reasonable under the circumstances.

6. e-Account Statements; Other Account Transaction Information; Hardware and Software Requirements

6.1 Paper Copies of Electronic Account Statements. At Your request, We will send You a paper copy of an electronic Account statement previously made available through the Electronic Statement Delivery Service. Our standard fee then in effect and charged for paper delivery of copies of Account statements will apply. You can request paper copies of electronic Account

statements by contacting the Call Center at 1-434-964-2001 between the hours of 7:30 am and 6 pm EST Monday through Friday, and between the hours of 9:00 am and 1 pm EST on Saturday. A paper copy of electronic Account statements can be obtained until the copy is no longer required to be maintained by the Credit Union as a record for the designated Account under applicable law or regulation.

6.2 Your E-mail Address. You agree that You have and will have access at all times to a valid e-mail address, for as long as You have any Account enrolled in any Service. It is Your sole responsibility to advise Us immediately of any changes or updates to Your designated e-mail address within Your Online Banking account by accessing the Address Change form under the Settings menu, or by contacting a Member Services Representative. Any and all notices We send to the e-mail address We have on file for Your participation in Business Online Banking shall be deemed to have been delivered to You personally, whether actually received or not.

6.3 Hardware and Software Requirements

- a. **General requirements.** You agree that You have and will continue to have access at all times to a personal computer capable of supporting at Your cost: a 128-bit or higher browser encryption, Internet access, and Business Online Banking, for as long as You have any Account enrolled in any Service.
- b. **Additional Requirements for Certain Guides and the Electronic Statement Delivery Service.** You must also have access to Adobe® Acrobat® Reader (version 9.0 or higher) to access, print, and/or download the electronic Account statements that are available through the Electronic Statement Delivery Service in PDF file format and Adobe® Flash Player®.

If Our method of electronic delivery of Account statements changes so as to require additional software, upgrades, plug-ins or additional security features in Your hardware or software, We will notify You of such changes (by posting notice of such changes on the Website or by other means) and ask You to confirm to Us that Your hardware and software have been upgraded to the required standards. You understand that accessing electronic Account statements through Business Online Banking and receiving e-mail notices from Us may cause You to incur certain costs associated with e-mail, electronic access, downloading, online time and subscription costs associated with Internet and telecommunications service providers, paper and printing costs, and equipment or software upgrades if necessary. You agree that You will pay all such costs and expenses in connection with Your use of the Electronic Statement Delivery Service.

7. Business Member Responsibilities

7.1 You agree that the security procedures We have established for the use of Business Online Banking are commercially reasonable.

7.2 We have no liability to business customers for the failure to process transactions for any reason.

7.3 If You are a business member and You have reason to believe that Your Password or any other security code has been lost or stolen, or that an unauthorized person has used or attempted to use Online Banking without Your permission, You must notify Us within 24 hours. As a business member, You are fully responsible for any online transactions (including, without

limitation, any advances under the overdraft protection feature of Your account, if any). You agree to reimburse Us immediately for any loss, claim or damage that We sustain as a result of either authorized or unauthorized use of Online Banking. We shall have no liability for any loss, claim or damage that You sustain as a result of the use of Online Banking. This is true even if the use of Online Banking is unauthorized and even if You notified Us of the unauthorized use within 24 hours. Once We have been notified of a loss, theft or unauthorized use of a Password and We have had a reasonable opportunity to act on that notice, however, You will not be responsible for further transactions initiated with that Password unless We can prove that You could have avoided the unauthorized access.

7.4 Other existing agreements and contracts You may have with Us cover certain features and functionality available through Online Banking. For example, the terms and conditions of any "Wire Transfer Agreement" and "UVA Community Credit Union ACH Origination Agreement" remain in-force and prevail in instances where those Agreements and this Agreement conflict.

8. Fees

8.1 You agree to pay the fees (if any) We charge for the Services as disclosed to You from time to time. We may make changes to (and add new) fees from time to time. These fees are in addition to any charges for particular banking or other services We might provide for Your Accounts under the other agreements that apply to Your Accounts.

8.2 In general We will debit Business Online Banking fees from Your Business Checking Account. Notwithstanding the foregoing, You agree that We may debit any fees and other amounts You owe Us from any funds belonging to You in Our possession or control (regardless of whether such funds are or have been deposited into an Account).

8.3 You understand and agree that fees may be billed to You separately by Your Internet and/or telephone service providers, Your equipment, hardware and software providers, and other third parties with whom You have separately and independently contracted to provide You with computer, Internet, e-mail, and other services.

8.4 Costs and Expenses. You agree to pay each cost and expense (including, but not limited to the services of an attorney that we, any of Our employees, officers, correspondents, or Funds Transfer Agent may hire for advice, litigation or any other purpose, and reasonable attorneys' fees and disbursements) incurred by, imposed on or asserted against Us in enforcing any of Your obligations under this Agreement.

8.5 The provisions of this Section 8 shall survive termination of this Agreement and termination of Your participation in Business Online Banking (or any applicable Service).

9. Our Liability to You

9.1 Our liability to You is explained in the agreements, notices and disclosures provided to You from time to time for Your Accounts. This section applies only to the extent not otherwise provided for. Under no circumstances will We have any liability to You for failing to provide You access to Your Accounts through the Services. We will only be liable for material losses incurred by You to the extent such losses directly result from Our gross negligence or intentional misconduct in providing and performing the Services.

9.2 To the fullest extent allowed by law, Our liability to You for erroneously executing any funds transfer Instruction will be limited to returning any improperly transferred funds to the applicable Account and directing to the proper recipient any payment or transfer that was previously misdirected or not completed. IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WE

KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES.

9.3 Our Liability for Failure to Make a Transfer.

If we do not complete a transfer under any Service, including a wire transfer, ACH payment order, bill payment, internal transfer or other transfer, to or from your account on time or in the correct amount, according to our agreement(s) with you, when you have properly instructed us to do so, we may be liable to you for your losses or damages caused as a result, subject to the indemnification and limitation of liability contained in section 10 below. We will NOT, however be liable in certain circumstances including the following: (1) If, through no fault of ours, you do not have enough money in your account to make a transfer. (2) If a legal order directs us to prohibit withdrawals from the account; (3) If your account is closed, or if it has been frozen; (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts; (5) If you or any Authorized Person commits any fraud or violates any law or regulation; (6) If any electronic terminal, telecommunication device, or any part of the Business Online Banking Services are not working properly and you did not receive a confirmation of your transfer; (7) If you have not provided us with complete and correct payment information for the transfer, payment or bill payment service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee; (8) If you have not properly followed the on-screen instructions, help screens or other user guides for Business Online Banking; (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken; or (10) if we have placed a hold on your account for any reason, including, without limitation, for reasonable concerns over fraudulent activity in or against your account or for reasonable concerns over the authority of a requestor to make such a transfer.

9.4 You agree that We shall have no liability whatsoever for any loss or liability due to (a) any equipment, software or associated User documentation that any party other than Us produces at any time for use in connection with Business Online Banking or the Services (including without limitation equipment, software and associated User documentation produced by third parties assisting Us in providing the Services) or (b) any services through that You access Business Online Banking or the Services that are not controlled by Us.

9.5 Disclaimer of Warranties. THE SERVICES ARE PROVIDED BY THE CREDIT UNION "AS IS," "AS AVAILABLE" AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE PRECEDING SENTENCE, THE CREDIT UNION DOES NOT MAKE, EXCEPT TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW TO THE EXTENT THAT THE REQUIREMENT IS NOT MODIFIED BY THIS AGREEMENT, AND THE CREDIT UNION EXPRESSLY DISCLAIMS, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, ANY EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) CONCERNING THE SERVICES.

9.6 Any interest for which the Credit Union is liable under applicable law (to the extent applicable law does not permit such liability to be disclaimed under this Agreement) as a direct or indirect result of any action taken or not taken by the Credit Union with respect to any Instruction transmitted to the Credit Union by You or any User shall be calculated by using a rate equal to the average federal funds rate at the Federal Reserve Bank of New York for the period for which the Credit Union is liable under applicable law for such interest.

9.7 The provisions of this Section 9 shall survive termination of this Agreement and termination of Your participation in Business Online Banking (or any applicable Service).

10. Indemnity

10.1 You agree to indemnify, defend and hold Us harmless from all losses, liability, claims, demands, judgments and expenses arising out of or in any way connected with any Account, any enrolled Loan account, or any Service. This indemnification is provided without regard to whether Our claim for indemnification is due to the use of the Service by You or on Your behalf (including by any User).

10.2 You agree to keep Us indemnified against all actions, proceedings, costs, loss and damage of any kind that We, or any of Our employees, officers, correspondents, agents, subagents, or independent contractors may suffer as a result of Our or their acting on Instructions in accordance with this Agreement, or as a result of Your failure to comply with Your duties under this Agreement.

10.3 The provisions of this Section 10 shall survive termination of this Agreement and termination of Your participation in Business Online Banking (or any applicable Service).

11. Termination

11.1 Unless otherwise required by applicable law, We may terminate this Agreement and/or Your access to any or all of the Services as to any or all of Your Accounts and as to any or all of Your enrolled Loan Accounts, in whole or in part, at any time without advance notice. Access to Business Online Banking may be reinstated by Us, at Our sole discretion, at any time. If reinstated, the then-current terms of this Agreement will apply.

11.2 If You wish to cancel any of Your Services, call the Call Center at 1-434-964-2001 on Business Days between 7:30 am ET and 6:00 pm ET.

11.3 Termination of Your participation in Business Online Banking (or any applicable Service) will not affect any other agreement affecting Your Accounts or Loans with Us, or any of Your or Our rights or obligations under this Agreement as of the effective date of termination, and also will not affect any Business Online Banking Instruction that both (a) has been submitted to and received by Us for processing, and (b) is in process as of the effective date of termination. Termination of the Electronic Statement Delivery Service by You or by Us does not affect the validity or legal effect of any electronic Account statement previously made available to You through Business Online Banking, and also does not affect Your obligations under Section 4.6 above. Termination of any one Service by You or by Us will not terminate the other Services for which You are enrolled, unless You or We specifically indicate otherwise.

12. Miscellaneous

12.1 Proprietary Information; Confidentiality. All, programs, software, specifications, systems designs, applications, routines, sub-routines, techniques, enhancements, documentation, manuals, ideas, formulas and pricing used, developed or provided by Us or otherwise in connection with the Services constitutes "Confidential Information". All Confidential Information, together with any trademarks, trade names, service marks and copyrights are proprietary property and remain the sole property and Confidential Information of the rightful owner (whether Us or a third-party), and You shall have no ownership interest in them. You agree to disclose the Confidential Information to Your employees and agents only on a need-to-know basis, and You agree not to disclose the Confidential Information to anyone else without Our prior written consent, except as required by law or as permitted by this Agreement. You agree to keep confidential and require Your Authorized Person(s), other employees and agent(s) to keep confidential all Confidential Information. When Your right to use or license the Confidential Information terminates, You must either (i) represent to Us in writing that all Confidential Information in Your custody or control is destroyed, or (ii) return all Confidential Information to Us, together with any reproductions or extracts of the Confidential Information, including any Confidential Information You have provided to Your agents and any extracts thereof in their

possession.

12.2 Copyright in the pages, screens, information (other than information about Your Accounts and financial affairs) and all material in their arrangement included in the Services and in the Website (together the “**Information**”) is owned by or licensed to Us unless otherwise noted. You may imprint, copy, download, or temporarily store extracts from the Information for Your own information or when You use the Services. You may not alter or otherwise make any changes to any Information that You print or download including, without limitation, removing any identifying marks or legends from such Information. Any other use is prohibited unless You first request and obtain Our written permission.

12.3 Where product demonstrations, calculator tools and other similar facilities (“**Tools**”) are provided to Users in connection with the Website, such Tools are not provided as part of the Services and are provided subject to the terms and conditions, exclusions and disclaimers relevant to such Tools as provided.

12.4 In this Agreement, unless the context specifically requires otherwise, the plural includes the singular, the singular includes the plural, and headings and captions are for convenience of reference only and have no substantive effect.

12.5 Any notice required to be provided to You in writing in connection with any of the Services or any of Your Accounts may be sent to You electronically through the Secure Messaging Service or to Your e-mail address We have on file for Your participation in Business Online Banking (as selected and confirmed and validated by You on enrollment), or by any other means permitted by applicable law or this Agreement (including, where applicable, by posting on the Website), at Our option.

12.6 The provisions of this Section 12 shall survive termination of this Agreement and termination of Your participation in Business Online Banking (or any applicable Service).

13. Changes to the Terms of this Agreement. Except as otherwise required by law, rule, regulation or specific provisions of this Agreement, We may change the terms of this Agreement without prior notice to You from time to time and at any time. When changes are made, We will update this Agreement at the Website. The Website will be updated on or before the effective date, unless an immediate change is necessary for security reasons or a change in a law, rule or regulation requires the change. In that case, this Agreement will be updated as soon as possible after the change. You agree that any required notice of a change to the terms of this Agreement may be posted to the Website (including without limitation in the form of a “banner” message), or by any other means permitted by applicable law (including without limitation by electronic message), at Our option. You agree to be bound by the terms of this Agreement and the Guides, as amended from time to time and posted on the Website.

14. Assignment. We may assign Our rights under this Agreement without notice to a third-party now or in the future. You agree that We may also assign certain of Our rights and responsibilities under this Agreement without notice to independent third parties (including without limitation Funds Transfer Agent). You agree that You may not assign any of Your rights or responsibilities under this Agreement to any third-party without obtaining Our prior written consent (which may be withheld in Our sole discretion).

15. Applicable Law; Jury Trial Waiver

15.1 This Agreement is governed by applicable federal law (including without limitation the National Credit Union Act) and the applicable laws of the Commonwealth of Virginia without regard to the law of any other jurisdiction. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If,

however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid. You consent to the exclusive jurisdiction and venue in the federal and state courts located in the Commonwealth of Virginia.

15.2 WAIVER OF TRIAL BY JURY. YOU (ON YOUR BEHALF AND ON BEHALF OF EACH OF YOUR USERS) AND WE EACH KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE EACH RIGHT YOU (INCLUDING YOUR USERS) AND WE HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR OTHERWISE RELATING TO (a) THIS AGREEMENT OR ANY SERVICE, INSTRUCTION OR REQUEST TRANSMITTED TO US BY YOU (INCLUDING YOUR USERS) OR ON YOUR BEHALF, (b) ANY TRANSACTION ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT OR ANY SUCH SERVICE, INSTRUCTION, OR REQUEST OR (c) ANY NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT.

15.3 The provisions of this Section 15 shall survive termination of this Agreement and termination of Your participation in Business Online Banking (or any applicable Service).

III. SERVICES

16. The Services

16.1 Business Online Banking includes the following Services (certain Services, such as the ACH, Bill Pay, and Wire Transfer Services, may require that You apply separately and/or be approved by the Credit Union for the Service). The various parts of Section 16 apply to You only if you actually use the Service described in that part and/or you sign the agreement for that Service.

16.2 Bill Pay Service. Includes the ability to pay eligible payees located within the United States; Through the Bill Pay Service, You can pay bills from the account designated at the time of setup to the following entities:

Business Payees: any business, payee, or professional that generates a bill or invoice for products or services provided to You on Your behalf and that has an address We can verify.

Individual Payees: any individual, family member, or friend to whom you make payments for non-business purposes.

If you would like to enroll in the BillPay Service, you will need to review and sign the Bill Pay Agreement.

16.3 ACH Service. Includes the ability to transfer funds to and from eligible payees and/or recipients located within the United States pursuant to ACH Rules; We offer ACH transactions through Business Online Banking to eligible Members who sign our ACH Origination Agreement. An eligible Account is required and You must also meet Our credit and other eligibility requirements for the ACH Service.

The ACH Service enables You to initiate domestic (U.S.) transactions for settlement through the ACH Service in Business Online Banking. You will set up Instructions for ACH transactions online and We will process them electronically through the ACH. You warrant to Us that each You and any other applicable party have properly authorized each ACH transaction, that each ACH transaction is properly payable from the designated Account, and that all applicable authorizations remain operative at the time you create and process this Instruction and on the scheduled Settlement Date.

By using the ACH Service to request funds transfers, You agree to be bound by and comply with applicable U.S. laws and regulations, including those promulgated by the Office of Foreign Assets Control and the U.S. Department of Treasury's Financial Crimes Enforcement Network, and all applicable ACH Rules. You also agree to be bound by and comply with the "UVA Community Credit Union ACH Origination Agreement". In the event of inconsistency between a provision of this Agreement and the "UVA Community Credit Union ACH Origination Agreement", the provisions of UVA Community Credit Union ACH Origination Agreement shall prevail.

16.4 Wire Transfer Service. Includes the ability to transfer funds in United States dollars from Accounts to eligible payees located within the United States using Wire Transfer Services available through the Federal Reserve Banks (for example, Fedwire Funds Service) or other Wire Transfer Service(s) selected or agreed-to by the Credit Union;

You may use the Business Online Banking Wire Transfer Service to create, view, modify and delete U.S. Dollar Wire Transfer transactions within Your approved limits and designated eligible Accounts. An eligible UVA Community Credit Union Account is required. We may impose limits on the dollar amount of an individual Wire transaction and on the total dollar amount of all Wire transactions to be processed on any given Business Day from Your eligible Account, and We may change these limits from time to time without advance notice. Your Administrator may also impose limits on the total dollar amount of Wire transactions that may be initiated on any given Business Day by an individual User. Wire transactions also may not exceed the amount of the collected balance available in the designated eligible Account at the time of initiation of the Wire transaction. Without limiting the generality of the foregoing, you understand that Wire Transfer Services involve transmission of domestic wires using the Federal Reserve Bank's FedWire System and will be subject to the Federal Reserve Board's Regulation J (12 CFR Part 210), subpart B.

You may not use the Wire Transfer Service for any foreign currency (non-U.S. Dollar) Wire transactions.

You can enter U.S. Dollar Wire transactions up to 45 days before the Settlement Date. We will debit the eligible Account on the Settlement Date. We will validate forward-dated transactions for available balance at 7:00 am ET on the Settlement Date.

We may reject any requested Wire transaction if You have insufficient available funds in the Account on the Settlement Date or for any other reason. If We reject a Wire transaction, We shall use reasonable efforts to notify You as soon as is reasonably possible on or after the Business Day on which such Wire transaction would otherwise have been executed by Us.

We will process all Wire transactions submitted through the Wire Transfer Service before 3:00 pm ET on that Business Day (or, if later, on the requested Settlement Date). Wire transactions submitted after 4:00 pm ET on a Business Day, or on a day that is not a Business Day, will be processed on the next Business Day (or, if later, on the requested Settlement Date).

16.5 Stop Check Payment. You may use Online Banking to initiate an electronic Stop Payment request for any check written on Your Accounts, including those issued via the Bill Pay Service.

Fees. A fee will be deducted from Your checking account for each Stop Payment request. Fees for Stop Payment orders are set forth in the Fee Schedule.

Expiration. You agree that any Stop Payment request shall be null and void after six (6) months from the date of the order, or such earlier time as communicated by Us to You. We are not required to notify You when a Stop Payment order expires.

Required Information. To be binding, the Stop Payment order must accurately describe the check or draft, including the exact account number and the check or draft number. If You fail to provide Us with complete information or if the information You provide is incorrect, You agree that We shall not be responsible for any failure to stop payment on such item. You understand that if the Stop Payment request comes too late for Us to have a reasonable time to act on it prior to paying, settling for, posting, or becoming accountable for the check described in the request, then Your Stop Payment request shall be of no effect.

Claims. You agree not to make a claim against Us if the check is paid through inadvertence, accident, oversight, or if We are required to pay such check by a holder in due course or, if by reason of such payment, other items drawn on Your account(s) are returned insufficient. If We re-credit Your account after paying a check or draft over a valid and timely Stop Payment order, You agree to sign a statement describing the dispute with the payee, to assign to Us all of Your rights against the payee or other holders of the check or draft, and to assist Us in any legal action.

Limits. Limits for Stop Payment orders are set forth in the Fee Schedule.

Limits on Amounts and Frequency of Business Online Banking Transactions. Transactions initiated through Online Banking may be limited in number or dollar amount. The Credit Union reserves the right to limit the amount or number of any type of transaction for any member at any time. The Credit Union may limit the amount and or the number of transactions for any specific member group or entity as the Credit Union deems appropriate in its sole and exclusive discretion. Additional information regarding limitations on the amount of transfers can be found in the applicable Deposit Account Agreement. Any transaction limitation that is disclosed in these documents, in other areas, or is part of the Fee Schedule may be applied to any and all transactions initiated in Online Banking. The Credit Union may amend, change, or abolish transaction limits of any kind at any time. The Credit Union will use commercially reasonable efforts to give prior notice of such changes, but is not bound to do so except where governed by applicable law. All transactions are subject, in addition to any limitations on dollar amount or amount, to internal review by the Credit Union from time to time, including but not limited to the review of factors such as the sending account, receiving account, the

amount of the specific transaction, the aggregate amounts of other transactions processed or ordered by the member, fraud screening, and other factors that the Credit Union deems applicable and appropriate. If the Credit Union determines that there are risks associated with the transaction, the Credit Union may delay or cancel the transaction. The Credit Union may request additional information regarding the transaction before it is finalized or any funds are released. In addition, if a hold has been placed on the deposits made to an Account from which Member wishes to transfer funds, Member cannot transfer the portion of the funds held until the hold expires.

Limits on Savings and Money Market Account Transactions. By regulation, certain restrictions apply to the number of Internet transfers from savings Deposit Accounts (including Money Market Deposit Accounts) processed in a statement cycle. Transfers from savings Deposit Accounts to another Account or to third parties by preauthorized, automatic, telephone or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six (6) per monthly statement cycle. A fee in the amount set forth in the Fee Schedule will be charged for each debit transaction from a savings Deposit Account in excess of the above limitations. If Member exceeds these limits more than occasionally, The Credit Union at Our discretion may convert Member's savings Deposit Account to a transaction Deposit Account. If the Credit Union converts a Member's savings Deposit Account, the Credit Union will tell the Member what kind of transaction Deposit Account the account was converted to.

Loan Payments and Transfers: You may view certain summary account information for an enrolled Loan account of Yours at the Credit Union, and authorize payments to the enrolled Loan account from an eligible deposit account using Business Online Banking. You may also use Business Online Banking to request a loan advance from certain eligible types of loan Accounts at the Credit Union. All payments and transfers to (or from) an enrolled Loan account at the Credit Union are subject to the terms of the applicable agreement governing the Loan account.

Transaction Cut Off Times. If the status of any transfer or transaction in Online Banking is "Processed" or "In Process," the transaction cannot be canceled via Online Banking or by request to the Credit Union. It is Member's responsibility to arrange with the recipient or external financial institution for the re-credit or re-deposit of any funds transferred at Member's request through Online Banking outside of the timeframes noted above. The Credit Union will use commercially reasonable efforts to process Member's transactions that are initiated through Online Banking as set forth herein.

16.6 Internal Transfer Service. Includes the ability to transfer funds between eligible Accounts and certain specifically approved and enrolled Loan Accounts with the Credit Union. You can authorize one-time or recurring transfers between Your eligible Accounts and/or certain of Your specifically approved and enrolled Loan Accounts with the Credit Union.

16.7 Mobile Remote Deposit Capture Service. Includes the ability to make deposits to Your business checking or savings Accounts from home or other remote locations by using your mobile device to scan checks and deliver images and associated deposit information to UVA Community Credit Union. If Mobile Remote Deposit Capture is made available to You, You must agree to be bound by the terms of service for Mobile Deposit service by accepting the presented

User Agreement found in Appendix II of this agreement. Mobile Deposit is available as an additional service to members in good standing who use the Online Banking Mobile App.

16.8 Business Remote Deposit Capture (RDC) Service. We also offer business remote deposit capture services via a check scanner issued to you by the UVACCU. This service tailored to businesses with higher check deposit volume allows you to make deposits to your business checking account anytime at your convenience via a secure, easy-to-use web application. These Services are governed by a separate agreement. Please contact us at 434-964-2001 for more information.

16.9 Secure Messaging and Secure Form Services. Includes the ability to send secure electronic messages from You to the Credit Union and from the Credit Union to You (only in response to a Secure Message received by the Credit Union from You) concerning the Services and/or Your Deposit Accounts or Loan Accounts with the Credit Union). Electronic messages sent through the Secure Messaging Service are contained within the Service. In addition, there are request forms for Business Accounts that can be submitted securely.

16.10 Electronic Statement Delivery. Includes the ability on the part of an Administrator or any specifically authorized User to view, download and print PDF copies of the twelve (12) Account statements made available by the Credit Union. You will need Adobe Acrobat Reader or comparable software to open and read the documents. We may send You any notification (by e-mail or otherwise) after We make a new monthly Account statement available for viewing, downloading and printing through the Electronic Statement Delivery Service. You agree to maintain access to Business Online Banking in a manner that gives You continuous ability to access, review and download or print Your electronic Account statements. Provisions in this Agreement concerning the Electronic Statement Delivery Service supersede any conflicting provisions in any prior Electronic Statement Delivery Enrollment Agreement that may have been entered into between You and the Credit Union concerning any Account enrolled now or in the future in Business Online Banking. We will send You an e-mail notice when Your E-statement/E-notice are available for review within the secure E-statement area of Online Banking. You will be able to access Your statements and other documents online for a period of twelve (12) months. You also have the option to download or print documents for Your future reference. Once enrolled, You agree that You will not receive such statements/notices and disclosures via the U.S. Postal Service and all future periodic statements (E-statements) and related notices (E-notices) for this account through Our Online Banking service.

16.11 Account Transaction Information Service. Includes the ability on the part of an Administrator or any specifically authorized User to view, download and print certain Account-related transaction information. Account balance, transaction, and summary information may not reflect then-pending or in-process transactions (including then-pending or in-process debits and credits). We will not send You any notification (by e-mail or otherwise) after We make Account Transaction Information available for viewing, downloading and printing through the Account Transaction Information Service. You agree to maintain access to Business Online Banking in a manner that gives You continuous ability to access, review and download or print Your Account transaction information.

[remainder of page intentionally blank]

Business Online Banking Services Agreement- Signature Page

WITNESS the following signatures and seals:

UVA Community Credit Union, Inc.

By: _____
Authorized Signatory

_____, _____
Printed Name Title

Date: _____

USER:

By: _____
Authorized Signatory

_____, _____
Printed Name Title

Date: _____

IV. APPENDICES

Appendix I: Bill Pay Agreement

You must agree to be bound by the terms of the Bill Pay Agreement by accepting the presented User Agreement. If You do not accept the agreement, You will not be permitted to proceed into Bill Pay. For the purposes of this Agreement, the following definitions apply:

- “Payee” is the company, organization, or individual to whom you are sending the payment.
- “Payment Instructions” include the information You provide for a payment, such as Payee name, account number, payment amount, and payment processing date.
- “Processing Date” is the date the payment is processed (Monday through Friday, excluding federal holidays).
- “Cutoff Time” means 8:00 pm EST on any Business Day, and is the time by which You must transmit Instructions to have them considered entered on that particular Business Day.

I.1. Eligibility for Bill Pay. You must have a checking account in good standing at the Credit Union and be registered for Online Banking to use Bill Pay.

I.2 Authorized Payments. When You transmit Payment Instructions to Us through Bill Pay, You authorize Us to transfer funds from Your checking account to complete the Bill Pay transaction. You are responsible for all bill payments authorized through use of Your login credentials. If You permit other persons to use Bill Pay by providing Your login credentials in violation of this Agreement, You are responsible for all transactions they authorize.

I.3 Pay Transactions. Payments and transfers from Your Credit Union account may be processed in four different ways:

- Today:** A manual payment with the current business date selected as the payment Processing Date. Today payments may be scheduled or changed prior to the day’s cutoff time. You must have sufficient funds available in Your account at the time You request the transaction.
- Future:** A manual payment with a payment Processing Date in the future. You may designate a date on a Business Day up to 365 days in advance. Future payments may be changed or canceled prior to that day’s cutoff time. You must have sufficient available funds in Your account by midnight on the night before the Processing Date.
- Recurring:** An automatic payment that repeats at regular intervals to the same Payee for the same payment amount. You select a start date and You have the option to select an end date or have the payments repeat indefinitely. If the payment date You select falls on a non-Business Day, the payment will be scheduled on the next Business Day. Recurring payments can be changed or canceled prior to that day’s cutoff time. You must have sufficient available funds in Your account by midnight on the night before the Processing Date.

- iv. **Automatic:** A payment method that is available when You set up E-bills for specific Payees. With automatic payments, You select whether to pay the entire bill or a portion of the bill and when to schedule the payment (when the bill is received or a specified number of days before the due date). If a payment date falls on a non-Business Day, the payment will be scheduled on the next Business Day. Automatic payments can be changed or canceled prior to that day's cutoff time. You must have sufficient available funds in Your account by midnight on the night before the Processing Date.

I.4 E-bills. Bill Pay offers the ability to receive E-bills from Payees that offer this service. The Credit Union is not responsible for E-bills that do not arrive or late payments that occur as a result of late/missing bills.

I.5 Payment Processing. Payment must be made in U.S. dollars and each Payee must appear on the Payee list You create in Bill Pay. The Credit Union is not liable for any transaction that contains incorrect information. You may not use Bill Pay to make the following payment types:

- Tax payments
- Court-ordered payments
- Payments to Payees outside the United States or its possessions/territories
- Payments to Payees in excess of \$9,999.99
- Payments to "cash"
- Other categories of Payees that We may establish from time to time

You must allow sufficient time for the Payee to receive and process the payment before the payment due date (the due date shown on Your invoice or provided in Your agreement with the Payee, not taking into account any grace period provided by the Payee). If You do not allow sufficient time, You will assume full responsibility for all late fees, finance charges, or other actions taken by the Payee.

IMPORTANT: Payments are sent either electronically or by check and payments may take up to ten (10) days to reach the Payee. The Credit Union is not liable for any service or late charges levied against You.

If there are insufficient available funds in Your account to complete the Bill Pay transaction, as of the date the payment is debited to Your account, We will automatically block future Bill Pay Services—including pending payments—until the account has sufficient funds to make the payment. We will attempt to notify You by e-mail or U.S. Postal Service mail, but We shall have no obligation or liability if We do not complete a payment because there are insufficient funds in Your account to process a payment. In all cases, You are responsible for monitoring Your account and either making alternate arrangements for the payment(s) or rescheduling the payment(s) through Bill Pay when the service is made available. Generally, the Bill Pay Service is reinstated five (5) Business Days after payment is received from a previously returned payment.

You may edit or delete a payment in Bill Pay any time before the payment is processed. For Stop Payment requests initiated after processing, You must contact Bill Pay Customer Support at 866-547-8633. Stop Payments are only applicable to payments made by check that have not cleared. Payments remitted electronically cannot be stopped.

We are responsible only for exercising ordinary care in making payments on Your authorization and for mailing or sending a payment to the designated payee. We are not liable for any damages You incur if You do not have sufficient available funds in Your account to make the payment on the processing date; if the estimated time to allow for delivery to the Payee is inaccurate or due to delays in mail delivery, changes of payee address or account number; failure of any payee to account correctly for the payment in a timely manner; or for any other circumstance beyond Our control.

You are responsible for any loss or penalty that You may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from Your account.

You authorize Us, and any third-party acting on Our behalf, to choose the most effective method to process Your payments. You will receive a transaction confirmation number for each properly instructed payment.

I.6 Fees. For business/commercial account holders, reference the Business Fee Schedule.

I.7 Termination of Services. In the event You wish to discontinue the Bill Pay Service, You can notify Us with a secure message/form or call Us at (434)-964-2001. You must delete all pending payments before requesting that Your Bill Pay Service be canceled. The Credit Union may suspend or terminate use of Bill Pay to any individual at any time without advance notice. Reasons for suspension or termination may include, but are not limited to, insufficient available funds in Your account to pay an authorized transaction and failure to schedule a payment for 180 days. You understand that all Payee information and Bill Pay history will be deleted when Your service is terminated. Neither termination nor discontinuation shall affect Your liability or obligation under this Agreement. We will not be liable for failing or refusing to process or affect a stop payment.

I.8 Other Agreements. Using Bill Pay will also be affected by the agreements between You and Us for Your UVA Community Credit Union Accounts, including the Membership and Account Agreement, Funds Availability Policy, Truth In Savings Disclosure, Privacy Policy, and EFT Agreements for Your Accounts. Using Bill Pay does not change the agreements You already have with Us on those Accounts. You should review those agreements for any applicable fees, for limitations on the number of transfers You can make, and for other restrictions that might impact Your use of an account with the service. The terms and conditions of any other such agreements govern the terms and conditions of this Agreement, except that in the event of a conflict, the terms and conditions of the Online Banking Services Agreement shall govern.

I.9 Bill Pay Expedited Payments. If this service is made available to You, You must agree to be bound by the terms of service for Bill Pay Expedited Payments by accepting the presented User Agreement. This service is made available only through Bill Pay. This service allows You to submit payments to participating payees that will be posted to Your account with that payee on the same day, within the parameters of the service and other parameters established by the participating payees for a convenience fee.

- For an Expedited Payment to post on the same day, You must submit accurate and complete information for the payment, the payment must be submitted on a day during which the U.S. Federal Reserve System is open for operations, and You must submit the payment prior to the payee's designated daily cutoff time. The cutoff time will be displayed to You before the payment is finalized.
- Electronic payments are processed several times a day based on the time of day and the cutoff time that the managed Payee is available to accept payments that day. The cutoff time is not presented to the customer. However, if You miss the cutoff time, the Payee will not show up as an option to You in the Payee dropdown list.
- Expedited Payments submitted without complete or accurate information may be rejected or may not post on time.
- Expedited Payments submitted by You on a non-Federal Reserve Business Day or submitted by You after the applicable payee's daily cutoff time will be posted the following Federal Reserve Business Day. You will be charged a fee for each Expedited Payment You submit, regardless of whether the payment was properly submitted. The cutoff time will be displayed to You before the payment is finalized.

This is *NOT* a "pay anyone" service where You can make payments to any Payee. With this service, You can only make Expedited Payments to those payees that participate in the program, and the payments You make under this service are subject to the rules of each payee as to how they define an Expedited Payment.

- Hours of Access.** You can use the Expedited Payment service seven (7) days a week, twenty-four (24) hours a day, although some or all services may not be available occasionally due to emergency; scheduled system maintenance, updates, or repairs; or for other reasons beyond Our control.
- Expedited Payment Service Limits.** You will not be able to schedule an Expedited Payment for an amount greater than the balance displayed within the bill payment service for the funding account at the time You attempt to schedule the payment. Additionally, for risk management and security purposes, the Expedited Payment service limits the number of payments and the total amount of payments that You may make per day. You will be given an error message and prevented from fully executing any transaction that exceeds these limits. From time to time We may modify the limits to the frequency or amount of transfers You can make using the Expedited Payment service. We do not disclose these limits for security purposes. In any event, funds transfers in excess of the then applicable limits will not be completed.
- Fees and Other Deductions.** The Expedited Payment service is a transaction-based service. For each Expedited Payment, a fee will be added to the amount of the transaction. There are no monthly or recurring fees associated with the Service. You may also request to send an overnight check for a fee to complete payments. Check payments are expressed overnight generally will post to the payee's account on the next Business Day. Fees for this service are disclosed at the time payment(s) are scheduled. You should also, refer to Our most recent Fee Schedule.

- d. **Periodic Statements.** You will not receive a separate statement for transactions conducted through the Expedited Payment service. These transactions will be noted on Your regular periodic statement.
- e. **Electronic Communication.** The Expedited Payment service is an electronic Internet Online Banking–based service. Therefore, You understand that this Agreement will be entered into electronically. The consent to receive electronic disclosures applies to all future required disclosures and any amendments, modifications, or supplements in connection with the Expedited Payment service. You can update Your electronic contact information by selecting “Address Change” within the service or calling the Member Service number at 434-964-2001. After checking the “I Agree to the Terms and Conditions” check box, You may request a paper copy of this disclosure by calling the above-mentioned Member Service number. You understand that to access and retain this disclosure and to use the Expedited Payment service, You must have the following: a personal computer (PC) with a supported Internet browser that has “cookies” enabled and that supports 128-bit encryption, an Internet connection for the PC, an e-mail address, and either a printer or sufficient electronic space to store this disclosure. You understand that We will deliver to You electronically Your records of funds transfers and other transactions through the Expedited Payment service, including without limitation confirmations of individual transactions, and any other communication related to the Expedited Payment service. You understand that We will deliver to You electronically any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Expedited Payment service.
- f. **UVA Community Credit Union’s Liability.** If We do not complete a properly submitted Expedited Payment on time or in the correct amount according to Our agreement with You, and/or if there is a delay in payment posting to the payee’s account, We will not be liable for any late fees and/or finance charges assessed against You for the late posting of such payment, excluding any fees or charges assessed on Your total outstanding balance with that payee (“Penalties”). Although there are some exceptions, We will not be liable for consequential damages that might arise from the payment not arriving in time. We will not be liable in the following instances:
- If You did not provide Us accurate information to successfully complete the payment,
 - If You do not have enough money in Your account to complete the transfer,
 - If You are unable to schedule a payment because You have exceeded the daily risk management limits,
 - If You are unable to schedule a payment because the payee does not participate in this service,
 - If You are unable to schedule a payment because the system is unavailable,
 - If You schedule the payment for an incorrect amount, and/or
 - If the payee fails to post the payment to Your account in a timely fashion after receipt from Us.

Expedited Payments are available for a limited number of Payees. Availability of Expedited Payment options will be limited based on biller capabilities, time of day, payment delivery mechanisms, and other factors. Expedited overnight checks will be unavailable for delivery to post office box addresses or locations in Alaska, Hawaii, or any foreign or U.S. territory outside of the contiguous forty-eight (48) states and the District of Columbia. You are responsible for entering and verifying any address for overnight check payments to ensure it is correct and is specified as a valid overnight package address by the biller.

Due to the inherent need to expedite the payment, Payment Instructions will be completed immediately on submission of a request from You. You will not have the ability to edit or cancel the payment instruction after You have confirmed the payment request.

I.10 Canceling (Stopping) a Bill Pay Transaction. You can cancel or stop a single nonrecurring Bill Pay transaction before it is processed, approximately 8:00 pm ET on the Process Date for that transaction through the use of Business Online Banking. If the Bill Pay transaction is a recurring payment set up on the Bill Pay Service, then You can cancel one or all future scheduled recurring Bill Pay transactions through the use of Business Online Banking as long as the request is received at least one (1) Business Day before the Process Date for the next scheduled recurring Bill Pay transaction.

I.11 Bill Pay User Management. There are additional User controls available for the Bill Pay Service. If the User Administrator elects to enable Full Access Bill Pay for a User, that User will automatically have Transactional Access to the account linked to Bill Pay, and the User will be able to pay bills using the Bill Pay feature and set up new Payees. A User Administrator may, however, designate limited access for a User of Bill Pay, which will permit the User to have transactional access for existing Payees only. For the Bill Pay functionality, an Administrator may limit a User to use only certain specified Accounts.

WITNESS the following signatures and seals:

UVA Community Credit Union, Inc.

By: _____
Authorized Signatory

_____, _____
Printed Name Title

Date: _____

USER:

By: _____
Authorized Signatory

_____, _____
Printed Name Title

Date: _____

Appendix II: Mobile Remote Deposit Capture Agreement

II.1 Use of Mobile Deposit will constitute acceptance of these terms and conditions presented specifically for this service. The Credit Union reserves the right to restrict the use of the service based on various qualifying factors, including but not limited to, a member's creditworthiness. The Credit Union also reserves the right to suspend or discontinue Your use of the service at any time without prior notice to You. Your use of this service constitutes Your acceptance of the terms of this Agreement.

II.2 The Mobile Remote Deposit Capture service is designed to allow You to make deposits to Your checking or savings Accounts from home or other remote locations by scanning checks and delivering images and associated deposit information to Community Credit Union or Our designated processor.

II.3 There is currently no charge for Your use of this service, however the Credit Union may, on providing the proper notice to You as required by law, charge a fee for the use of this service. This fee will be disclosed in the "Accounts and Fees" schedule for consumer Accounts and the "Business Fee Schedule" for commercial Accounts. If You continue to use this service after the fee becomes effective, You agree to pay the service fee that has been disclosed to You and that may be amended from time to time. Standard messaging charges may apply.

II.4 Deposit Limits. During each online deposit session, You agree to adhere to the deposit limits as outlined in the "Business Fee Schedule". An online deposit session occurs when You select the Mobile Deposit menu option in Our Online Mobile Banking App, and post the total amount of the deposit to Your account. Each login that results in a posted online deposit is considered an online deposit session. We reserve the right to modify the limits on the amount(s) and/or the number of deposits You transmit using this service.

In exchange for using this service, You agree to the following:

- You will only make check deposits from reputable and trustworthy sources and in accordance with the terms and conditions of this Agreement.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- **You agree to restrictively endorse the back of any item transmitted through this service with this required wording: "For Mobile Deposit Only, UVACCU account # _____" and You will fully cooperate with Us in any investigation involving deposited items.**
- You agree to scan and deposit only checks, as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in the state of Virginia.
- You agree to retain checks and items transmitted under this Agreement for ninety (90) days after You see credit for the item appear in Your account. During this retention period, You agree to provide Us with the original paper item on Our request.

II.5 Ineligible Items. You agree that You will not scan and deposit any of the following types of checks or other items that for purposes of this Agreement shall be considered ineligible items:

- Checks or items payable to any person or entity other than You.
- Checks or items drawn on an account that You control at UVA Community Credit Union.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Travelers checks (R/T number range 80000000-89999999).
- Government checks (R/T number 00000050).
- Checks or items stamped with a “non-negotiable” watermark.
- Checks or items containing obvious alteration to any fields on the front of the check or item, or that You know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by an Authorized Person for the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution outside the United States.
- Checks or items that are incomplete. An incomplete item is any item that does not contain the signature of the maker or endorsement signatures, or is missing any of the information required during key-entry in an online deposit session.
- Checks or items that are remotely created checks, as defined by Reg CC.
- Checks or items not payable in United States currency.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks that have previously been submitted through this service or through a remote deposit capture service offered at any other financial institution.
- Checks or items dated more than six (6) months prior to the date of deposit.
- Checks or items prohibited by Our current procedures relating to the service or that are otherwise not acceptable under the terms of Your UVA Community Credit Union account.

Online deposits of any of the above-listed ineligible checks or items may result in the immediate revocation of Mobile Remote Deposit services and may subject the depositor to criminal prosecution.

The Credit Union retains the right to reject any item that We, in Our sole discretion, determine to be ineligible for Mobile Remote Deposit Capture service.

II.6 Image Quality. The image of an item transmitted to Us using the Mobile Remote Deposit service must be legible, as determined in the sole discretion of the Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Credit Union, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house, or association. Each image of each check or item shall be of such quality that all of the following information can clearly be read and understood by sight review of such image:

- the amount of the check
- the payee of the check
- the signature of the drawer of the check
- the date of the check
- the check number
- the information identifying the drawer and the paying bank that is preprinted on the check, including the magnetic ink character recognition (MICR) line located at the bottom of the check
- all other information placed on the check prior to the time the image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check

You shall also capture and transmit to Us the full-field MICR encoding on each check. In accordance with the procedures, You shall ensure that all of the following information is captured from the MICR line of each check:

- the American Bankers Association routing transit number (“RTN”)
- the number of the account on which the check is drawn
- when encoded, the amount of the check
- when encoded, the serial number and the process control field of the check

II.7 Endorsements and Procedures. You agree to follow any and all procedures and instructions for use of the service as We may establish from time to time.

II.8 Disposal of Transmitted Items. On receipt of confirmation from Us that We have received an image of an item, You agree to mark the item prominently as “Electronically Presented” or “VOID,” or to otherwise render the item incapable of further transmission, deposit, or presentment. If requested by Us, You will promptly provide any retained item or a sufficient copy of the front and back of the item to Us to aid in the clearing and collection process, to resolve claims by third parties with respect to the item, or for Our audit purposes. You agree to retain the original item for at least thirty (30) days from receipt of confirmation from Us that We have

received an image of an item. After thirty (30) days, You agree to destroy the item that You transmitted to ensure that it is not re-presented.

II.9 Availability of Funds. You agree that items transmitted using this service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item You transmit through the Mobile Remote Deposit service is received and accepted before 3:00 pm Eastern Time on a Business Day that We are open, We consider that day to be the date of Your deposit. Otherwise, We will consider that the deposit was made on the next Business Day We are open. Funds deposited using the service will generally be made available by the 2nd Business Day after the date of the deposit. We reserve the right to review any item You submit through the Mobile Remote Deposit service and reject the item if, in Our sole discretion, We determine the item to be ineligible for the service. Such a review may result in a delay in the availability of funds as outlined above. Any crediting of Your account for items deposited via the Mobile Deposit service is provisional, subject to verification and final settlement. Any dishonored items will be returned as an image of the original or as a substitute check. Any item that is returned or dishonored may be charged to Your deposit account or any other account in Your name. Any dishonored item is subject to a fee according to the Credit Union Fee Schedule at the time of the return. You also agree that the Credit Union, at its discretion, may place an additional hold on any item for a reasonable period until the settlement of the item is deemed to be complete. In no event will the provisions of Mobile Remote Deposit described above alter Our procedures for fraudulent checks nor make Us liable if You rely upon funds that have apparently been made available but subsequently are determined to be fraudulent.

II.10 Warranties and Representations. You represent, warrant, and covenant the following to Us:

- a. Checks Deposited.** You shall only deposit checks that are authorized by this Agreement, the procedures, and the Deposit Agreement.
- b. Image Quality.** Each image transmitted by You to Us contains an accurate representation of the front and the back of each item and complies with the requirements of this Agreement.
- c. Accuracy of Information.** All data and other information submitted by You to Us, including but not limited to data contained in the MICR line of each check, are complete and accurate and comply with the requirements of this Agreement.
- d. No Duplicates.** You will not (i) create duplicate images of the checks, (ii) transmit a duplicate image or file to Us or (iii) deposit or otherwise negotiate the original of any check of which an image was created. You further warrant that no subsequent transferee—including but not limited to Us, a collecting or returning bank, drawer, drawee, payee, or endorser—will be asked to pay the original item from which the image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the item(s).
- e. No Loss.** No subsequent transferees of the item(s)—including but not limited to Us, a collecting or returning bank, drawer, drawee, payee, or endorser—shall sustain a loss as the result of the fact that the image was presented for payment or returned instead of the original check.

- f. Information.** All information provided by You to Us is true, complete, and accurate and properly reflects Your business, financial condition, and principal partners, owners, or officers. You are not engaged in or affiliated with any businesses, products, or methods of selling other than those disclosed by You to Us.
- g. Authority and Legality.** (i) You are authorized to enter into and perform Your obligations under this Agreement; (ii) the person signing this Agreement on behalf of You is duly authorized to execute this Agreement; (iii) this Agreement is valid and enforceable against the customer in accordance with its terms; and (iv) the entry into and performance of this Agreement by You will not violate any law, or conflict with any other agreement, to which You are subject.
- h. No Litigation (Commercial Accounts Only).** There is no action, suit, or proceeding pending or, to Your knowledge, threatened, that if decided adversely would impair Your ability to carry on Your business substantially as now conducted or that would adversely affect Your financial condition or operations.
- i. Transactions.** All Your checks are and will be bona fide. All signatures on checks are authentic and authorized.
- j. Rule Compliance.** You submit checks and files in compliance with this Agreement, the procedures, applicable law, and the rules.
- k. Computer Virus.** No images contain any computer viruses or other harmful, intrusive, or invasive codes.

II.11 Returned Checks

a. Chargeback of Returned Checks. If images of checks deposited by You are dishonored or otherwise returned unpaid by the drawee bank or are returned by a clearing agent for any reason, including but not limited to issues relating to the quality of the image, You understand and agree that, since You either maintain the original item or have destroyed it in accordance with the Disposal of Transmitted Items section of this Agreement, the original check will not be returned, and We may charge back an image of the check to Your account. You understand and agree that the image may be in the form of an electronic or paper reproduction of the original check or a substitute check. Unless otherwise instructed by Us, You agree not to deposit the original check if an image or other debit as previously described is charged back to You.

b. Special Instructions. You may request that We re-present returned images of checks to the drawee or process returned images of checks according to instructions provided by You to Us ("Special Instructions"). These Special Instructions may be given to Us in a separate document in conjunction with or subsequent to the execution of this Agreement. We shall not be bound by such Special Instructions until such time as We have agreed in writing to accept them. Notwithstanding the fact that We have agreed to accept the Special Instructions, We may, in Our sole discretion, disregard the Special Instructions and charge the returned check back to Your account to which the checks were deposited. In the event that You have requested that returned images of checks be re-presented, in no event will We re-present an image of a check or an ACH entry in excess of the limit established or permitted for the number of times that a check or ACH entry may be re-presented by the rules. You may change or amend the Special

Instructions by providing Us with a written request to change or amend the Special Instructions. Changes or amendments to the Special Instructions shall not become effective until acknowledged and accepted in writing by Us. You hereby agree to pay Us the fees for processing returned checks and Special Instructions contained in Our then current schedule of fees for such services.

II.12 Processing Fees. You agree to reimburse Us immediately for any negative balance in Your account caused by Your use of Mobile Remote Deposit. In the event legal action is required, You agree to pay Us for Our reasonable attorney's fees and court costs. If Your use of Mobile Deposit causes a negative balance in Your account, You also agree to pay Our overdraft fee. We will not be liable for negative balances on Accounts caused by the non-payment of checks due to insufficient funds, delays in the mail service or for any action by You or any authorized Users of the account that results in the reversal of a deposit on the account. We reserve the right to discontinue Mobile Remote Deposit or to suspend account access at any time due to a change in business conditions or the failure of any member to abide by the Online Banking Services Agreement and Consent to Electronic Documents, the Mobile Remote Deposit Agreement, or any other applicable UVA Community Credit Union agreements and disclosures.

II.13 Liability for Unauthorized Use. Contact our Call Center immediately at (434)-964-2001 if You believe that unauthorized activity has been conducted through Mobile Remote Deposit Capture. You agree to notify us of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable UVACCU account statement is sent. Unless you notify us within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against UVACCU for such alleged error. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. UVACCU bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

II.14 Limitation of Liability

- a. Any provision in this Agreement, and other agreement, or the rules to the contrary notwithstanding, We shall only be liable for damages solely and proximately caused by Our gross negligence or willful misconduct, and Our liability shall in no event exceed the lesser of (i) Your actual damages or (ii) the total fees You paid to Us for the remote deposit service for the period of six (6) months immediately preceding the date of the alleged gross negligence or willful misconduct. In no event shall We or any provider be responsible or liable for any indirect, special, consequential, exemplary, punitive, or incidental damages, losses, or injuries (including without limitation lost profits, loss of use, loss of data, or cost of cover) arising out of or related to Your use of the Mobile Remote Deposit service or any service or Our failure or that of any provider to properly process and complete transactions thereunder, even if We or such provider(s) have been specifically advised of the possibility of such damages, losses, or injuries.

- b. You acknowledge and agree that Your use of the Mobile Remote Deposit service shall be at Your sole risk, and that the Mobile Remote Deposit service is provided by Us on an “as is” basis.
- c. Except as expressly set forth in this Agreement, We make absolutely no representations or warranties whatsoever, express or implied, in law or in fact, to You or to any other person, as to the Mobile Remote Deposit service or any aspect thereof, including (without limitation) any warranty of negotiability, fitness for a particular purpose, quality, accuracy, or suitability, and We hereby disclaim any and all of the same. You agree that no oral or written advice or representation obtained from any Credit Union employee or representative shall create a warranty or representation for purposes of this Agreement or the Mobile Remote Deposit service to be performed pursuant hereto.
- d. To the fullest extent allowed by law, and subject to the foregoing provisions of this section dealing with Our liability for damages solely and proximately caused by Our gross negligence or willful misconduct, Our liability to You under this Agreement shall be limited to correcting errors resulting from Our failure to exercise ordinary care.
- e. We make absolutely no representations or warranties whatsoever, express or implied, in law or in fact, to You or to any other person as to any computer hardware, software, or equipment in connection with the Mobile Remote Deposit service, including but not limited to Your computer systems or related equipment, Your software, or Your Internet service provider or its equipment, or as to the suitability or compatibility of Our software, Internet-delivered service, equipment, or communication interfaces with those that You use, or as to whether any software or Internet-delivered service will perform in an uninterrupted manner, including but not limited to any warranty of negotiability or fitness for a particular purpose.
- f. We shall not be responsible or liable for any errors or failures resulting from defects in or malfunctions of Your computer hardware or software, for the quality of performance or lack of performance of any computer software or hardware or Internet-delivered services supplied by Us to You in connection with this Agreement, or for the transmission or failure of transmission of any information from You to Us, from Us to You, from You to any processor, from any processor to Us, or otherwise. We shall not be responsible for notifying You of any upgrades or enhancements to any of Your computer hardware or software. We are not responsible for, and You hereby release Us from, any and all claims or damages resulting from or related to any computer virus or related problems that may be associated with using electronic mail or the Internet.

II.15 Third Parties; Maintenance

- a. **Mobile Remote Deposit Service from Others.** You may be using special equipment, services, or software provided by a third-party to assist You in processing checks hereunder (each a “Third-party” and, if more than one, “Third Parties”). You (i) agree that any third-party is acting as Your agent in the delivery

of checks to Us and (ii) agree to assume full responsibility and liability for any failure of that third-party to comply with the rules or this Agreement. We will not be liable for any losses or additional costs You incur as a result of any error by a third-party or a malfunction of equipment provided by a third-party. You shall provide at least ten (10) days advance written notice to Us in the event You use any such third-party. You are solely responsible for maintaining compliance with the requirements of any third-party, including obtaining any software updates. We shall not have any responsibility for any check handled by a third-party until that point in time when We accept and approve a check from such third-party for processing.

- b. **Equipment Maintenance.** You shall be solely responsible for obtaining and properly maintaining Your equipment and system requirements, Your electrical services and telephone system, including computer equipment, Internet connectivity, mobile device, and any other equipment or items necessary to receive the Mobile Remote Deposit service. We shall not be liable to You in any manner whatsoever for any type of errors, losses, damages, or other claims related to Your failure to do so.
- c. **How to Contact Us.** In the event of an error or a question about any transaction, You may call Us at 434-964-2001 or e-mail Us at contactus@uvaccu.org
- d. **Business Days/Hours.** For purposes of this Agreement Our Business Days are Monday through Friday except for Federal Reserve holidays.
- e. **Documentation.** Any transactions You execute that are accepted through the Mobile Remote Deposit service will appear on the periodic statements the Credit Union provides for Your deposit account at the frequency set forth in the agreement governing that account.

WITNESS the following signatures and seals:

UVA Community Credit Union, Inc.

By: _____
Authorized Signatory

_____, _____
Printed Name Title

Date: _____

USER:

By: _____
Authorized Signatory

_____, _____
Printed Name Title

Date: _____