

## **SUNWARD FEDERAL CREDIT UNION**

### **ONLINE BANKING AGREEMENT AND DISCLOSURE**

By using the Sunward Federal Credit Union (“Sunward”) mobile and online banking service (referred to herein as “Online Banking”) to access accounts you own and other accounts on which you are authorized to transact (collectively, “your accounts”), you agree to be bound by the terms and conditions of this Online Banking Agreement and Disclosure (“Agreement”). In this Agreement, the words “you” and “your” mean an internet banking user, and the words “we,” “us,” and “our” mean Sunward.

Please read this Agreement carefully. If you do not agree to the terms and conditions of this Agreement, you may not use Online Banking.

You may receive a copy of this document, as well as copies of other agreements that govern your accounts and services with us, by contacting us as shown below:

Sunward Federal Credit Union  
P.O. Box 23040  
Albuquerque, NM 87192-1040

Phone: 505.293.0500 or 800.947.5328

#### ***Other Agreements Incorporated into This Agreement***

You warrant that you have received, have read, understand, and agree to the terms of the Membership and Account Agreement and Electronic Fund Transfers Agreement and Disclosure. You understand and agree that access to your accounts via Online Banking is subject to the terms and conditions in this Agreement, the Membership and Account Agreement, the Electronic Fund Transfers Agreement and Disclosure, and any other disclosures and agreements governing your Sunward accounts, including any change in terms notices.

You understand and agree that this Agreement is subject to change by Sunward in its sole discretion at any time and that you will receive notice of such changes as required by applicable laws and regulations. If we make a material change to this Agreement, we will notify you. Your continued use of Online Banking constitutes your agreement to the new terms.

#### ***General Information about Online Banking***

Online Banking is a consumer electronic banking service that allows you to access account information, check balances, transfer funds, manage certain functions of your debit and

credit cards, and deposit checks remotely (known as Remote Deposit Capture - see more details further below); the service is accessible over the internet by using a personal computer or a mobile access device, which includes a smartphone or a tablet. Sunward does not charge members a fee for the use of Online Banking for personal accounts.

Online Banking may generally be accessed any time, day or night, seven days a week. However, the service may occasionally be temporarily unavailable due to credit union record updating or technical problems. Interruption of service or access caused by your internet service provider or related to your wireless network will also prevent your use of Online Banking.

Sunward reserves the right to change, suspend, or discontinue Online Banking or your use of Online Banking or any of the functions available within Online Banking, including in cases of suspected fraud or account abuse. Sunward also reserves the right to deny Online Banking access to a specific member, account holder, user, and/or account or to deny or block certain kinds of transactions. We may do so immediately and at any time without prior notice to you.

### ***Access Requirements, Including Required Hardware and Software***

To use Online Banking, you must be an account holder of, and/or a fiduciary or authorized signer on, accounts at Sunward and have a current, valid email address. Additionally, you will need the following:

- Internet access (through an internet service provider and/or a wireless network provider).
- A computer or mobile access device, including a smartphone or a tablet, running a supported browser and operating system, as follows:

#### *Computer browsers*

- Google Chrome: The latest two versions.
- Firefox: The latest two versions.
- Microsoft Edge: The latest two versions.
- Safari: The latest two major versions or only the latest one version if it's over one year old.

#### *Computer operating systems*

- Windows: Versions that are supported by Microsoft, with end users using a supported browser.
- OSX / MacOS: Versions that are supported by Apple, with end users using a supported browser.

### *Mobile browsers*

- Chrome for Android: The current device operating system browser.
- Mobile Safari for iOS: The current device operating system browser.

### *Mobile operating systems*

- Apple (iOS): iOS 15 or higher.
- Android: Android 12 or higher.

Updates about supported browsers may be found within Online Banking, under the “Disclosures & Fees” link. Updates about supported mobile operating systems may be found within the app store(s) from which the Online Banking app is available.

You are responsible for charges assessed by your internet and wireless service providers (including for any alerts you request to be delivered via text message) and for your computer and mobile access device hardware and software and the maintenance and operation thereof.

Sunward is not responsible for any errors or failures from any malfunction of your computer or mobile access device, the computing platform you use, or your browser. Sunward is also not responsible for any computer virus or related problems that may be associated with the use of an online system.

### ***Log-In Credentials and Security***

You are the primary line of defense in keeping your Online Banking credentials and access safe by (i) maintaining the confidentiality and security of your Online Banking log-in credentials, including your username, password, security question(s) and answer(s), account number(s), and any other security or access information used to log in to your accounts via Online Banking, and (ii) preventing unauthorized access to your accounts via your computer or mobile access device by being vigilant about monitoring your device's location and use and managing its accessibility (including having strong access controls to limit use to authorized users). **To help guard against fraud, account abuse, and hacking, Sunward strongly recommends you do not share your Online Banking log-in credentials with, or otherwise permit access by, any third parties, especially not anyone whom is not known directly to you personally.**

If you believe your password and/or other log-in credentials have been lost or stolen, someone has attempted to use or has used Online Banking to access your account(s) without your consent, or someone has transferred money via Online Banking without your permission, please notify Sunward immediately.

If you lose or forget your password, please contact Sunward immediately so that we can assist you in setting up a new confidential password. Please memorize your password or keep it in a safe place. If at any time you believe your password is no longer secure, you can update your password within Online Banking.

### ***General Information about Card Management***

Within Online Banking, you have the ability to manage certain functions of your debit and credit cards. For debit cards, you have the ability to turn your cards on and off. This function allows you to manage when a card may or may not be used for transactions. For credit cards, there will be a range of functionality, including but not limited to managing spending limits and activating a new card. To view all card management functions, log in to Online Banking and click on the Card Services widget.

### ***General Information about Remote Deposit Capture***

Remote deposit capture (“RDC”) is the service designed to allow you to make deposits to your Sunward savings, checking, and money market accounts by scanning checks and delivering images and associated deposit information (the “Deposit”) to Sunward or its designated processor over the internet using Online Banking. Any fees for the service are disclosed on our Schedule of Fees and Charges.

### ***Access Requirements for RDC***

To use RDC, in addition to the access requirements for Online Banking, you will also need: (a) an image of the item being deposited, if using Online Banking via a computer; or (b) the Online Banking mobile app and a supported smartphone or tablet that includes a camera, if using mobile banking.

You are responsible at your own expense for the installation, maintenance, updating and operation of your equipment. You agree to responsibly scan your equipment to detect and remove viruses. Sunward is not responsible for (i) any errors or failures from any malfunction of your computer, scanner, smartphone, tablet, browser, or software; or (ii) any computer virus or related problems that may be associated with the use of an online system. You agree that any losses or damage to your device(s) or any losses to your account as a result of a virus or other harmful software are your sole responsibility.

### ***RDC Service Limitations***

Sunward is not responsible for technical or other difficulties you may experience in using RDC. Sunward reserves the right to change, suspend, or discontinue RDC or your use of RDC. Sunward also reserves the right to deny RDC access to an account or to deny

transactions under certain circumstances. We may do so immediately and at any time without prior notice to you.

Sunward also reserves the right to impose limits on the number of deposits or on the dollar amount of deposits you may make using RDC.

***Items Eligible for Deposit via RDC; Prohibited Checks***

You agree to scan and deposit only “check(s)” as that term is defined in Subpart A of Federal Reserve Board Regulation CC (“Reg CC”), and to the extent applicable, Subpart D of Reg CC. You also agree that the image of the check that is transmitted to Sunward shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as enacted by the State of New Mexico.

You agree that you will not use RDC to deposit any check(s) or other item(s) that:

- 1) are payable to any person or entity other than you (except for government checks payable to you and your spouse/domestic partner where you have provided the dual-endorsement required) or that include a third-party endorsement;
- 2) are dated more than twelve (12) months prior to the date of deposit;
- 3) contain obvious alterations on the front of the check or item, or which you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, including checks received via internet solicitations;
- 4) are a “substitute check” or were previously converted to a “substitute check” or “electronic check”, as those terms are defined in Reg CC;
- 5) are drawn on financial institutions that are located outside of the United States or that are not payable in U.S. dollars;
- 6) are a “remotely created check,” as that term is defined in Reg CC; or
- 7) are not acceptable to Sunward for RDC, including Savings Bonds or Mutilated Checks;
- 8) are from a foreign lottery, whether you entered the foreign lottery or not; or are from a “work from home” or similar program that you find or finds you on the internet such as via Craigslist, etc.; or
- 9) are otherwise not acceptable under the terms of your Sunward account, or are in violation of any law, rule, or regulation.

Checks and items described in clauses (1) through (9) above are each a “Prohibited Check.” If any check deposited to your account is a Prohibited Check, you agree to indemnify and hold Sunward harmless from all losses, costs and expenses (including

attorneys' fees) we may incur associated with any warranty, indemnity, or other claim related thereto.

### ***RDC Deposit/Image Quality***

Each Deposit you transmit to Sunward using RDC must be legible, and the image quality must meet all standards established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

Your scanner or camera must capture an image of all information on the front and back of each check ("Image"), including reading and capturing the full-field magnetic ink character recognition ("MICR") line on each check, and such other data and information as is required by this Agreement.

### ***RDC Endorsements and Other Procedures***

You agree to endorse each item transmitted through RDC with your signature and indicate the item is intended "For Mobile Deposit" and to follow such other procedures as we may establish from time to time and disclose to you, including without limitation security procedures. You agree to keep confidential and secure any security procedures that we establish and to notify us immediately if you have reason to believe that confidentiality or security pertaining to the RDC service or any check transmitted through RDC has been or may be breached.

### ***Your Treatment of Items after Deposit; RDC Indemnity***

You agree that after you receive our confirmation of Sunward's receipt of a Deposit you will 1) never re-present the check for payment, 2) keep it securely for sixty (60) days to ensure that it may not be re-presented, and 3) then destroy it to ensure that it may not be re-presented. You promise to keep any copies of the Deposits in a secure manner and, if requested, provide Sunward promptly with assistance, such as copies of the Images or of the original check (before it is destroyed), to aid possible clearing and collection processes, to resolve disputes with third parties, or to meet our audit needs.

If any check deposited to your account via RDC is subsequently deposited again to any account at Sunward or deposited at another institution, you agree to indemnify and hold Sunward harmless from all losses, cost and expenses (including attorneys' fees) we may incur associated with any warranty, indemnity or other claim related thereto.

### ***Sunward's Receipt of Items via RDC***

You agree that we have no obligation to accept a Deposit, and that Sunward reserves the right to reject any item at our discretion and without obligation or liability to you. We are not responsible for items we do not receive or that are dropped during transmission. An item is deemed to be received by us only when you receive a confirmation from us that we have received the Deposit. However, your receipt of such confirmation does not mean that the transmission was error-free or complete. We have no obligation to notify you of our rejection of a Deposit. To confirm the status of a transmission, contact us at 505.293.0500 or 800.947.5328 at any time we are open for business. You agree to indemnify us for any loss we sustain for accepting a Deposit you make.

### ***RDC Provisional Credit and Availability of Funds; Presentment***

Upon receipt of the Deposit, Sunward will grant the designated account credit in the amount of the check(s) provisionally, subject to final payment of the check(s) and subject to the terms of this Agreement. You shall remain liable to Sunward for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Sunward.

To be eligible for processing on the day transmitted by RDC, the Deposit must be technically conforming as determined by Sunward in its sole discretion. You agree that checks transmitted through RDC are not subject to the funds availability rules of Part B of Reg CC.

Subject to change with notice, checks transmitted to us via RDC will have funds available according to the following schedule:

The first \$2,500 of your deposit will be available immediately. Up to the next \$4,225 (total of \$6,725) will be available in two (2) business days, and the remaining funds will be available in five (5) business days.

We reserve the right to place an exception hold (in which case notice will be sent) and hold your funds up to seven (7) business days on all Deposits.

There is a limit of \$25,000 that you may deposit per business day (by 6 P.M. Mountain Time, Monday-Friday, excluding federal holidays) through RDC. We may make funds available earlier on a case-by-case basis depending on factors in our sole discretion such as your history with us, your credit and transactions history and such other factors as we in our sole discretion may apply.

Sunward has sole discretion as to the manner in which checks are cleared, presented for payment and collected, subject to our agreements with you.

### ***RDC User Warranties and Indemnity***

You warrant that:

- 1) You will only transmit eligible checks (that is, you will not transmit Prohibited Checks);
- 2) The original item was a paper check that you scanned or took a picture of with your smartphone or tablet;
- 3) Images will meet image quality standards;
- 4) You will not transmit duplicate items;
- 5) You will not deposit or re-present the original item;
- 6) All information you provide to Sunward is accurate and true; and
- 7) You will comply with this Agreement and all applicable laws and rules.

You agree to indemnify and hold harmless Sunward from any loss, cost and expenses (including attorneys' fees) for breach of this warranty clause or of this Agreement.

### ***RDC Errors***

Sunward has no obligation to detect errors by you or others, even if we take certain actions from time to time to do so. To ensure accuracy, you agree to accurately enter the dollar amount of each Deposit according to the legal amount rather than the courtesy amount if they differ. The legal amount is the written amount, and the courtesy amount is the digital amount on a check.

You also agree to notify us of any suspected errors in the RDC Deposit(s) promptly and in no event later than sixty (60) days after the periodic account statement for that account is sent. Unless you notify us within 60 days, such statement regarding deposits made through RDC will be deemed correct, and you are prohibited from bringing a claim against us for an alleged error.

### ***General Information about Digital Card Issuance***

Within Online Banking, you can request to see the entire card number, expiration date, and CVV code for each debit or credit card you have. For credit cards, prior to activating a card, this will be your permanent card number, plus a temporary expiration date and CVV code; after activating your card, the numbers in Online Banking will match the numbers on the card itself. For debit cards, the numbers in Online Banking will match the card you were issued. You can use the card number, expiration date, and CVV as you would the information on the physical card to make purchases. Do not share this card information with anyone you don't intend to transact with.

### ***General Information about Digital Wallet Push Provisioning***

Within the Online Banking mobile app, you can request that any debit or credit card you hold be added directly into your phone's digital wallet, such as Apple Pay or Google Pay. The digital wallet is a service provided by another entity, not by Sunward. Your mobile banking app can only be used to add a card to your digital wallet, not as a digital wallet itself. The Terms of Use for your digital wallet service are controlled separately, not within this Agreement.

### ***Limitation of Liability***

You agree that we will not be liable for any direct, indirect, consequential, special, or exemplary damages, including without limitation damages for loss of use, data, goodwill or other losses resulting from your use or inability to use Online Banking, including card management, or RDC, regardless of the form of action or claim, even if Sunward has been informed of the possibility thereof.

If either you or we end your rights to use Online Banking, we will no longer have to complete any of your Online Banking transactions. You will remain obligated to us under this Agreement for all your Online Banking transactions even if they occur or are completed after this Agreement is ended.

### ***Meeting Your Obligations***

If your use of Online Banking, including RDC, results in your becoming indebted to Sunward, you agree to pay what you owe us upon our demand. If you do not do so, you agree to pay reasonable collection costs we incur before taking legal action against you. If we take legal action to collect what you owe, you agree to pay our reasonable attorneys' fees and court costs in addition to any other remedy the court finds proper. We reserve the use of the right of offset (as explained in the Membership and Account Agreement), against any account in which you or a joint owner may have an ownership right, to remedy any loss or account deficiency resulting from your use of RDC.

### ***Information Collected while Using the Application***

While using Zelle®, to use the QR Code feature, with your prior permission, Sunward may collect or access pictures and other information from your device's Contacts, Camera, and Photos. Any information collected is used to provide features of the Zelle® service and/or to improve and customize the user experience. The information may be uploaded to our servers, or it may be simply stored on your device. You can enable or disable access to this information at any time, through your device settings.

### ***Severability***

In the event that any portion or provision of this Agreement is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire Agreement. All other provisions not declared invalid or void shall remain in full force and effect.

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

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

### ***Governing Law***

This Agreement shall be governed by the laws of the State of New Mexico and by applicable Federal law.

### ***Consent to Electronic Communication and Signature of this Agreement***

By acknowledging and accepting this disclosure, you:

- agree to access Online Banking and RDC in accordance with this Agreement;
- acknowledge you have received and agree to accept this Agreement electronically;
- agree that any requests you send via Online Banking's secured message system and/or live chat platform will be deemed to bear your valid electronic signature and will serve as your consent to receive any notices related to those requests electronically, including via return secure message and/or live chat; and
- agree that your clicking of "I agree" or "I accept" or a similar indicator as presented with this disclosure constitutes your valid electronic signature.