



ONLINE BANKING TERMS AND CONDITIONS

Please read this information carefully and print a copy and/or retain this information electronically for your records.

This Online Banking Agreement ("Agreement") states the terms and conditions that govern your use of Campus Federal Credit Union's Online Banking; Mobile Banking; Business Online Banking, collectively known as "Online Banking;" and any applicable software products and associated documentation and the use of the products, services or functionality offered through Online Banking applications. As used herein, the terms "Credit Union", "Campus Federal", "us," "we," or "our" means Campus Federal Credit Union; the terms "you" or "your" means each person using any of the services described herein; and "Card" refers to the credit or debit card issued by us.

Agreement; Online Service: When you use or access, or permit any other person(s) or entity to use or access Online Banking, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement from time to time, at our sole discretion. We will notify you of any such amendments or changes by posting the updated terms within Online Banking. If you find the Agreement unacceptable to you at any time, please discontinue your use of Online Banking. Your continued use of Online Banking after we have made such changes available will be considered your agreement to the changes.

Computer Equipment; Browser Access and Internet Services: You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use Online Banking. This responsibility includes your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You also acknowledge that you have requested Online Banking for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems, and that you are satisfied with that assessment. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

Passwords: We may, at our discretion, change the parameters for the password required to access Online Banking without prior notice to you, and if we do so, you will be required to change your password the next time you access Online Banking. To prevent unauthorized access to your accounts

and to prevent unauthorized use of Online Banking, you agree to protect and keep confidential your Card number, account number, PIN, User ID, Password, or other means of accessing your accounts via Online Banking. The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User IDs, and Passwords could permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Online Service or to access or use your Card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used Online Banking without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 225-769-8841.

Notices: You agree that by using Online Banking, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or Online Banking may be sent to you electronically to any electronic mailbox we have for you, to any other electronic mail address you provide to us, or in any other manner permitted by law.

New Features: We may, from time to time, introduce new features to Online Banking or modify or delete existing features at our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

Online Service Fees: Access to Online Banking is provided to you at no additional cost. However, you may incur fees if you use some services available through Online Banking. To learn more about such fees, please refer to our Fee Schedule located at www.campusfederal.org/disclosures. We reserve the right to add or modify fees and will notify you when we do so.

Limitation of Liability; No Warranties: EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER, APPLICATION AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF ONLINE BANKING OR OUR DIGITAL PLATFORMS, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY

INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

Termination: We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to Online Banking, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access Online Banking for a period of six (6) months or greater, or for reasons involving your use of Online Banking which we may deem to be illegal.

Arbitration: Any controversy or claim arising out of or relating to this Agreement, except as prohibited by law, shall be settled by binding arbitration. You further agree that any such arbitration shall take place in East Baton Rouge Parish, Louisiana. Judgement upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall determine that prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. No provision of this Agreement, nor the exercise of any right under such Agreement, shall waive the arbitration requirement or limit the right of the Credit Union to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during, or after the pendency of any arbitration; (2) exercise self-help remedies, such as set-off; (3) exercise any other rights under this Agreement upon the breach of any term or condition herein; or, (4) to proceed with collection through all other legal methods, including, but not limited to, proceeding in court to obtain judgement. Any and all arbitration under this contract will take place on an individual basis; class arbitrations and class actions are not permitted. YOU FURTHER AGREE THAT YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

Indemnity: You acknowledge and agree that you are personally responsible for your conduct while using Online Banking and agree to indemnify and hold us and our officers, directors, and employees harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of Online Banking or the use of Online Banking by anyone using your Card number, account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

Special Provision for Business Customers: Any User ID or Password we provide to you is provided to you in your capacity as a representative of the business entity registered with Online Banking only. You may use your capacity as a representative of the business entity to assign Sub-user ID and passwords to

employees, registered agents, or other affiliates of the business entity. Your User ID or Password may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a person with access to a Password leaves the employ of the entity to which that Password has been assigned. Additionally, you agree to terminate Online Banking access of any employees, registered agents, or other affiliates with Sub-user IDs or Passwords who are no longer employed by or affiliated with the business entity.

Governing Law: This Agreement shall be governed by the laws of the State of Louisiana, except to the extent that federal law controls.

Risk of Loss: In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

Mobile Banking: Your enrollment in Online Banking may include access to some products and services through a mobile application or otherwise through the use of a mobile device or tablet device including via the Campus Federal app, known hereafter as "Mobile Banking." By using Mobile Banking, you agree to the following terms. You agree that we may send you information relative to Mobile Banking through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to Mobile Banking.

You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through Mobile Banking may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Mobile Banking. Additionally, not all of the products, services or functionality described in Online Banking and the Agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

Account Information: Account information provided to you as part of Online Banking is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in eStatements, will remain the official record. You will receive a statement monthly unless there are no transactions in a particular month. In any case, you will receive a statement at least quarterly. Online Banking information is generally updated regularly, but is subject to

adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

Our Right to Review Funds Processing: As a sender of instructions to transfer or collect funds using Online Banking, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

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

- A. Where it is necessary for completing transactions;
- B. If we return transfers or payments made from your account, which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds;
- C. Where it is necessary for activating additional services;
- D. In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant;
- E. To a consumer reporting agency for research purposes only;
- F. In order to comply with a governmental agency or court orders; or,
- G. If you give us your written permission.

ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR CONSUMER ACCOUNTS

Your Liability for Unauthorized Transfers or Payments: If you permit other persons to use Payments and Transfers or your Password, you are responsible for any transactions they authorize from your accounts. Telephone us AT ONCE at (225) 769-8841, or write to us at P.O. Box 98036, Baton Rouge, LA 70898 if you believe that your Password has been lost or stolen or that someone has made payments, transferred or may transfer money from your account without your permission.

Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts. If you tell us within two (2) Business Days after you discover the loss or theft, you can lose no more than \$50.00 if someone makes a transfer or payment without your authorization.

If you fail to tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized online transfer or payment has been made from any of your deposit accounts, and we can prove we could have stopped someone from making a transfer or payment without your authorization if you had told us, you could lose as much as \$500.00. Furthermore, if any account statement shows online transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed or transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

Our Liability for Failure to Complete Payments and Transfers: If we do not complete a transfer or payment to or from a consumer deposit account in the correct amount or according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for example:

- A. If, through no fault of ours, your account does not contain sufficient funds to make the transfer or payment and the transfer.
- B. Your operating system or software was not functioning properly at the time you attempted to initiate such transfer or payment and it was evident to you at the time you began the transfer or payment.
- C. Circumstances beyond our control, such as fires, floods, power outages, and other similar events out of our control.
- D. The Payee or, for Payments and Transfers from an External Account, the third party financial institution holding your account, mishandles or delays processing or posting a payment or transfer sent by Payments and Transfer.
- E. If you have not provided us with complete and correct payment or transfer information, including without limitation the financial institution name, address, account number, transfer amount for a transfer or payment amount for the Payee on a payment.
- F. The money in your account is subject to legal process or other claim.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

Errors and Questions about Payments and Transfers: If you think your statement is wrong, or if you need more information about a transaction listed on it, telephone us at (225) 769-8841 or write us at P.O. Box 98036, Baton Rouge, LA 70898.

For personal accounts only, the following procedures apply:

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error appeared. Please provide us with the following:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this, we will credit your balance within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you opened your account less than 30 days before the date of the suspected error, the 10-Business-Day period is extended to 20 Business Days. If you opened your account less than 30 days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the U.S., the 45-day period is extended to 90 days.

If you call us, we may require that you send us your complaint or question in writing within 10 Business Days. If we do not receive it within 10 Business Days, we may not credit your balance.

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

In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

Liability for Unauthorized Transfers or Payments for Business Deposit Accounts Only: You are responsible for all payments and transfers that are authorized using your Online Banking Password. If you permit other persons to use Online Banking or your Password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH ONLINE BANKING IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH ONLINE BANKING, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

We are not liable to you for any errors or losses you sustain in using Online Banking except where we fail to exercise ordinary care in processing any transaction. We are also not liable for any failure to provide any service if the account(s) involved is no longer linked for Payments and Transfer. Our liability in any case shall be limited to the amount of any money improperly transferred from your Pay From account or From Account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer, payment or error from any of your accounts within sixty (60) days of our providing or making available to you a bank statement showing such unauthorized transfer, payment or error shall relieve us of any liability for any losses sustained after the expiration of such sixty-day period and you shall thereafter be precluded from asserting any such claim or error.