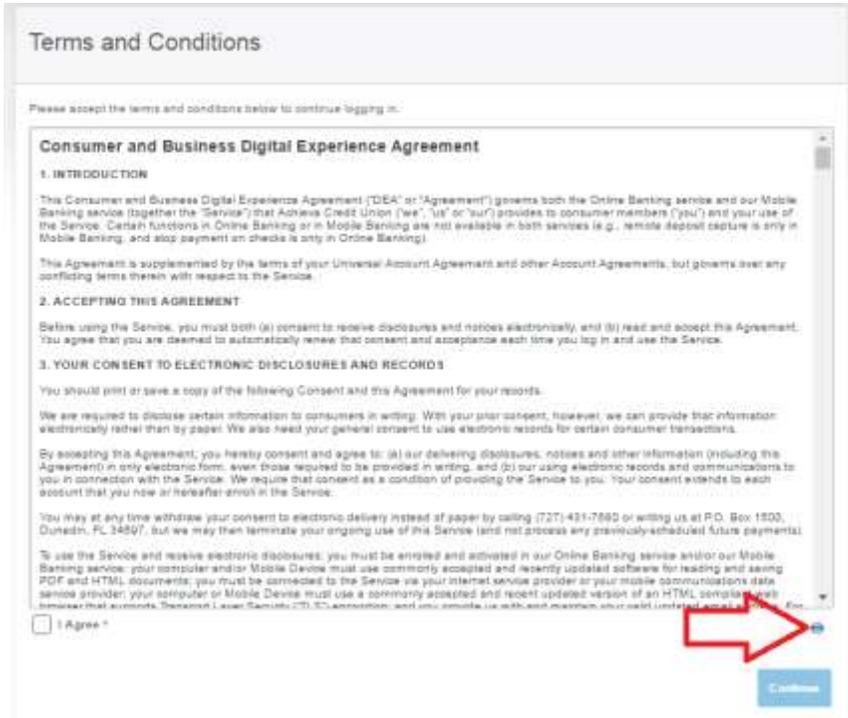


NEW Disclosure Frequently Asked Questions (FAQ)

1. Why is the new disclosure so lengthy?
We have updated the disclosure to be all inclusive. We want to minimize the number of disclosures you will need to accept in the future.
2. What has changed?
The only substantive changes you will see are regarding holds on [mobile deposit](#) transactions and our new [business online banking](#) provisions.
3. How do I print the disclosure prior to accepting?
Simply click the print icon  located on the lower right.



Terms and Conditions

Please accept the terms and conditions below to continue logging in.

Consumer and Business Digital Experience Agreement

1. INTRODUCTION

This Consumer and Business Digital Experience Agreement ("DEA" or "Agreement") governs both the Online Banking service and our Mobile Banking service (together the "Service") that Advesta Credit Union ("we", "us" or "our") provides to consumer members ("you") and your use of the Service. Certain functions in Online Banking or in Mobile Banking are not available in both services (e.g., remote deposit capture is only in Mobile Banking, and stop payment on checks is only in Online Banking).

This Agreement is supplemented by the terms of your Universal Account Agreements and other Account Agreements, but governs over any conflicting terms therein with respect to the Service.

2. ACCEPTING THIS AGREEMENT

Before using the Service, you must both (a) consent to receive disclosures and notices electronically, and (b) read and accept this Agreement. You agree that you are deemed to automatically renew that consent and acceptance each time you log in and use the Service.

3. YOUR CONSENT TO ELECTRONIC DISCLOSURES AND RECORDS

You should print or save a copy of the following Consent and this Agreement for your records.

We are required to disclose certain information to consumers in writing. With your prior consent, however, we can provide that information electronically rather than by paper. We also need your general consent to use electronic records for certain consumer transactions.

By accepting this Agreement, you hereby consent and agree to: (a) our delivering disclosures, notices and other information (including this Agreement) in only electronic form, even those required to be provided in writing, and (b) our using electronic records and communications to you in connection with the Service. We require that consent as a condition of providing the Service to you. Your consent extends to each account that you now or hereafter enroll in the Service.

You may at any time withdraw your consent to electronic delivery instead of paper by calling (727) 431-7880 or writing us at P.O. Box 1500, Dunedin, FL 34607, but we may then terminate your ongoing use of the Service (and not process any previously-scheduled future payments).

To use the Service and receive electronic disclosures, you must be enrolled and activated in our Online Banking service and/or our Mobile Banking service; your computer and/or Mobile Device must use commonly accepted and recently updated software for reading and saving PDF and HTML documents; you must be connected to the Service via your internet service provider or your mobile communications data service provider; your computer or Mobile Device must use a commonly accepted and recent updated version of an HTML-compliant web browser that supports Secure Sockets Layer (SSL) technology; and you cannot use with our machines, our or our third-party limited liability

I Agree



Continue

4. I have already accepted the disclosure. How can I download a copy?
Please print this document as the new full disclosure follows this FAQ.
5. Why can't I bypass this disclosure?
In order to use online banking services you must agree to the terms and conditions prior to accessing these products and services.
6. Does accepting this new disclosure auto-enroll me in e-statements?
No. If you would like to receive your statements electronically, you will need to enroll in e-statements separately. You can always opt-in and out of e-statements as often as you like.

Consumer and Business Digital Experience Agreement

1. INTRODUCTION

This Consumer and Business Digital Experience Agreement (“**DEA**” or “**Agreement**”) governs both the Online Banking service and our Mobile Banking service (together the “**Service**”) that Achieva Credit Union (“**we**”, “**us**” or “**our**”) provides to consumer members (“**you**”) and your use of the Service.

Certain functions in Online Banking or in Mobile Banking are not available in both services (e.g., remote deposit capture is only in Mobile Banking, and stop payment on checks is only in Online Banking).

This Agreement is supplemented by the terms of your Universal Account Agreement and other Account Agreements, but governs over any conflicting terms therein with respect to the Service.

2. ACCEPTING THIS AGREEMENT

BEFORE USING THE SERVICE, YOU MUST BOTH (A) CONSENT TO RECEIVE DISCLOSURES AND NOTICES ELECTRONICALLY, AND (B) READ AND ACCEPT THIS AGREEMENT. You agree that you are deemed to automatically renew that consent and acceptance each time you log in and use the Service.

3. YOUR CONSENT TO ELECTRONIC DISCLOSURES AND RECORDS

YOU SHOULD PRINT OR SAVE A COPY OF THE FOLLOWING CONSENT AND THIS AGREEMENT FOR YOUR RECORDS.

We are required to disclose certain information to consumers in writing. With your prior consent, however, we can provide that information electronically rather than by paper. We also need your general consent to use electronic records for certain consumer transactions.

By accepting this Agreement, you hereby consent and agree to: (a) our delivering disclosures, notices and other information (including this Agreement) in only electronic form, even those required to be provided in writing, and (b) our using electronic records and communications to you in connection with the Service. We require that consent as a condition of providing the Service to you. Your consent extends to each account that you now or hereafter enroll in the Service.

You may at any time withdraw your consent to electronic delivery instead of paper by calling (727) 431-7680 or writing us at P.O. Box 1500, Dunedin, FL 34697, but we may then terminate your ongoing use of this Service (and not process any previously-scheduled future payments).

To use the Service and receive electronic disclosures: you must be enrolled and activated in our Online Banking service and/or our Mobile Banking service; your computer and/or Mobile Device must use commonly accepted and recently updated software for reading and saving PDF and HTML documents; you must be connected to the Service via your internet service provider or your mobile communications data service provider; your computer or Mobile Device must use a commonly accepted and recent updated version of an HTML compliant web browser that supports Transport Layer Security (“**TLS**”) encryption; and you provide us with and maintain your valid updated email address. For Mobile Banking, you must also have the most recent version of our Mobile Banking Software installed on your Mobile Device. You must regularly install updates as they become available to your computer’s and/or Mobile Device’s operating system, web browser and PDF reader (and, if applicable, your Mobile Banking Software).

Permissible electronic delivery by us includes (i) by email to any address you have provided for use with this Service, including documents attached to email, (ii) by SMS text message to any Mobile Device telephone number you may have provided to us (including but not limited to the mobile number that you have listed in your enrollment in the Service), (iii) by display on your screen or other "in-product" message during your Service activity, (iv) by posting it to our Website or in our Mobile Banking Software, (v) by message printed on the periodic statement for your Eligible Accounts if you have agreed to receive that statement electronically, or (vi) any other electronic means that you have authorized elsewhere or hereafter authorize pursuant to this Agreement.

You hereby confirm to us that you have verified your hardware and software, and your ability to access, view and print or electronically save (including taking screenshots) notices and disclosures delivered by the foregoing electronic means. If you do not have the ability to view and print or save such notices and disclosures, you must not enroll in or use the Service.

Electronic disclosures can include, without limitation, prior notice to you of preauthorized debits that vary in amount to your enrolled accounts; notices of processed payment instructions; notices of receipt of payments; and notices regarding changes to the Service, including notices of amendment to this Agreement.

You are solely responsible for advising us of any change in your email, mobile device number, or other electronic or postal addresses you use for this Service. If an e-mail is returned undeliverable, we will change your account statement status to paper and will provide your periodic statement via US mail to your address of record, assessing the paper statement fee disclosed in the Consumer Schedule of Fees. Thereafter, it will be your responsibility to re-apply for any electronic notification or disclosure services we offer and/or to provide notice of your correct e-mail address pursuant to your Account Agreement with us. You can advise us of such changes by calling (727) 431-7680 or writing us at P.O. Box 1500, Dunedin, FL 34697. The Credit Union must receive notification of any change in email address at least three business days prior to the last business day of the month to give us time to affect the change. Failure to do so may result in a delay of lack of delivery of your statement for the given period.

We do not charge for electronic delivery. You may request a paper copy of an individual prior electronic notice or disclosure by calling (727) 431-7680 or writing us at P.O. Box 1500, Dunedin, FL 34697. Ordinary copy fees as disclosed for your Eligible Accounts shall apply.

4. AVAILABLE ONLINE AND MOBILE BANKING SERVICES

With the Service, you may enroll your eligible loan, credit card and deposit accounts as Eligible Accounts and may then access those Eligible Accounts to obtain balances, transaction history and other information. You may also conduct the types of transfers described in the section below entitled "TRANSFERS". You may also use Bill Pay, Popmoney, External Account Transfers and certain other electronic banking services by agreeing to separate agreements for those services. We may, from time to time, offer and introduce new electronic banking services. All of these current and future services will be governed by the terms of this Agreement. Not all functions are available in both Mobile Banking and Online Banking.

5. PROTECTING YOUR ACCOUNT

5.1 Access Credentials

Protect Your Access Credentials - Your Access Credentials are used to gain access to the Service and should be kept confidential at all times. For your protection, change your Access Credentials regularly. It is recommended that you memorize your Access Credentials and do not write them down. You are

responsible for keeping your Access Credentials, account numbers and other account data confidential. In addition to requiring your Access Credentials, we may in our sole discretion present you with challenge questions at the time of your log in to help further authenticate your identity, and we reserve the right to deny Service if you are unable to answer those questions to our satisfaction.

If you first enroll in Online Banking, the Access Credentials issued to you will also be your primary Access Credentials if you later use Mobile Banking. If you first enroll in Mobile Banking, your primary Access Credentials will also be your Access Credentials for Online Banking.

For Mobile Banking, in addition to your primary Access Credentials, we may also permit alternate Access Credentials, including but not limited to: (1) a simplified passcode for limited functionality (e.g., viewing) that does not include transferring funds, and/or (2) biometric identification (e.g., touchscreen fingerprint) that can include any mobile banking functionality. Commercially reasonable types of alternate Access Credentials methods can be added, removed, substituted or changed by us from time to time without prior notice. If you elect to use an optional biometric identification procedure (such as Touch ID) that is performed on your Mobile Device or by a third party service selected by you, then we can accept and act upon identification communicated to us from that Mobile Device or service, and we can grant access to Mobile Banking without further action or responsibility on our part to confirm your identity.

Important Note: if you allow any other person's biometric information to be associated with a Mobile Device that you have registered for your biometric identification, then that person's biometric information is one of your Access Credentials and you are authorizing that person to transact in your Mobile Banking service. Enabling biometric identification on a Mobile Device that you share with another person is strongly discouraged. Alternate Access Credentials may not be available for all Mobile Devices, functionalities, types of accounts, or classes of Mobile Banking.

You must delete any Mobile Device(s) that you no longer wish to be capable of using Mobile Banking in online banking. Subject to applicable law (including Regulation E consumer protection provisions), you agree that it is commercially reasonable for us to verify the authenticity of a funds transfer order by receipt of your Access Credentials, and that all instructions verified with your Access Credentials shall be deemed your enforceable orders to us.

5.2 Your Liability for Unauthorized Transfers

If you believe your Access Credentials, Mobile Device or any other access devices may have been lost or stolen, or that someone may have transferred or may transfer funds from your Eligible Accounts without your authorization, **call (727) 431-7680 immediately**. For a complete disclosure of your and our responsibilities and liability with respect to unauthorized transactions, see your Account Agreements.

5.3 In Case of Errors or Questions About Your Account

Please contact the Member Service Center at (727) 431-7680 in regards to errors or questions about your transfers or Eligible Accounts. Your Account Agreements outline how errors and questions on electronic funds transfers are processed.

6. ACCESSING YOUR ELIGIBLE ACCOUNTS

Functions

6.1 Functions

You may access an Eligible Account in Online Banking through our Website, or in Mobile Banking through our Mobile Banking Software, using your Access Credentials. Basic requirements for accessing the Service are set forth above in your Consent to electronic disclosures. When you access the Service, you will see a menu of currently available functions (e.g., view balances; view or search for transactions; locate branches; execute specific types of internal or external funds transfers; mobile remote deposit; etc.). From time to time, with or without prior notice, we can add, modify and delete particular access protocols, features and functionality, the menus, the Website and the Mobile Banking Software. Not all Service functions are available through both the Online Banking and Mobile Banking channels. We reserve the right to refuse to make any transaction that you may request through the Service.

6.2 Service Availability

We will use reasonable efforts to make the Service available for your use with minimal interruptions. The Service may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet or telecommunications availability, or to allow emergency personnel to use the communication networks. We will use commercially reasonable efforts to re-establish the Service in those instances, but we do not promise the Service will always be available for your use. We do not guarantee functionality of the Service or any Mobile Banking Software through all appropriate web browsers or on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. In no event, regardless of cause, shall we be liable to you for unavailability of the Services, or your inability to access the Service or to execute Service functions.

6.3 Electronic Mail

Sending email is one way to communicate with us. You may use email to ask general questions and to provide feedback to us. However, you cannot use email to initiate transactions on your Eligible Account(s). For your security, please do not include any sensitive information (e.g. account numbers) in emails to us. In Online Banking you may include sensitive information using the Message feature.

6.4 New Services

We may, from time to time, offer and introduce new functions in the Service. By using these functions when they become available, you agree to be bound by all rules we communicate to you concerning those functions.

6.5 Fees

Currently, we charge no fees for accessing your Eligible Account(s) through the Service. Please note, however, that fees may apply to certain transactions performed while using the Service. Those fees are either (a) stated in your separate fee disclosures for the affected Eligible Account (e.g., the fee to stop payment on a check, or the cash advance fee to transfer funds from a credit card account to a deposit account); or (b) displayed within the Service itself when you request the transaction but before the fee is actually incurred (e.g., the fee for expedited delivery of a Bill Pay or Popmoney transfer, or the fee for a mobile remote deposit). We reserve the right to institute or change fees for the Service after sending you prior notice. Fees may be assessed by your internet or mobile communications service provider. You are responsible for all fees and charges that you may incur to any communications service provider or any other third parties.

6.6 Equipment and Communication Providers

You are responsible for obtaining your own equipment, software and internet and/or mobile communications service providers. We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your internet or mobile communications service provider agreement, or (ii) any hardware, software or other any product or service you may purchase from others relating to your use of the Service. This Agreement does not amend or supersede any agreements that you have with third parties (such as your Mobile Device supplier and your mobile communications service provider), and you remain subject to all terms, fees, costs, other charges, limitations and restrictions in those agreements with third parties. Your hardware, software and communications providers are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us.

Your hardware, software and/or communication services may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses, malware or other malicious code. We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware, software and communication services are at your own risk.

6.7 Export Controls

Software programs, materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries. You agree to comply with all export control regulations. You also acknowledge that you, not we, have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree not to export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws.

6.8 Mobile Banking License Rights Generally

In connection with your use of Mobile Banking Software, we and our licensors (or other third-parties who have directly or indirectly granted rights in those software systems and programs with respect to Mobile Banking) require your agreement to certain license rights arrangements and/or end-user agreements ("Licenses"). By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking Software, you accept the terms and conditions of those Licenses.

We and our service providers (including without limitation third-party providers of Mobile Banking Software) reserve all rights not granted to you in this Agreement and under the terms of such Licenses. If you obtain a different Mobile Device, you will be required to download and install Mobile Banking Software to that different Mobile Device under the same terms set forth in this Agreement. You agree to delete all such software from your Mobile Device promptly if the Licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party Mobile Banking Software providers, to substitute different Mobile Banking Software providers, and to enter into or arrange for the provision of Mobile Banking Software by other licensors and third-parties.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF THE SERVICE OR MOBILE BANKING SOFTWARE, THE SERVICES AND MOBILE BANKING SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF THE SERVICE AND MOBILE BANKING SOFTWARE, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA THE SERVICE, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

7. TRANSFERS

7.1 Types of Transfers Allowed

Within the Transfer area of the Service, you can transfer funds from your Eligible Accounts (a) to your other Eligible Accounts (“**Personal Transfer**”) or to another person's account with us (“**Transfers to a Friend**”) (both “**Internal Transfers**”), or (b) to your Loan Accounts (“**Internal Payments**”). You may also be able to transfer funds from eligible loans or credit cards to your deposit accounts (“**Internal Advances**”).

You may make Transfers to a Friend only if you know the other person’s account number. We have the right to establish, without prior notice, limitations on the amount or number of Internal Transfers. We may also without prior notice increase, decrease or remove such limitations at any time, and we are not obligated to enforce our limitations for any particular Internal Transfer. Transfers to a Friend may not exceed \$99,999 in the aggregate on any single day. Also, Transfers to a Friend CANNOT be canceled once they have been submitted. Be certain that you enter in the correct destination account information as Transfers to a Friend will not be recoverable after submission if you make any input errors.

You may also make Internal Payments to Loan Accounts. These Internal Payments will be credited to the designated Loan Account as regular payments. Please refer to your Loan Account’s agreement(s) for information on how regular payments are applied. For some Loan Accounts you may be permitted to make principal-only payments. Which Loan Accounts will accept principal-only Internal Payments is subject to change from time to time without prior notice and will be reflected in the features available each time you log in to the Service. Principal-only payments will not satisfy scheduled payment due requirements. Prior to making a payment to pay off a Loan Account, please contact the Member Service Center at (727) 431-7680 to obtain the payoff amount. We cannot guarantee that estimated payoffs will satisfy the loan terms of the Loan Account.

7.2 Availability of Funds and Cut-Off Times

Internal Transfers and Internal Payments ordered before the daily cut-off time will be processed on that day, and available balances in your Deposit Account(s) will be adjusted immediately and available for subsequent (a) ATM transactions, (b) PIN-based Debit Card transactions, (c) withdrawals at the branch teller, and (d) payment of checks or other debits as applicable to your Deposit Account(s). Please refer to your Account Agreement(s) for information on how regular payments will be credited to the designated Loan Account. The cut-off time is 4:00 p.m. Eastern Time on any Business Day.

Internal Transfers, Internal Payments and Internal Advances ordered after the daily cut-off time, or not on a Business Day, are ordinarily posted to your Eligible Accounts on the next Business Day. However, available balances in your Deposit Account(s) are adjusted immediately and available for subsequent (a) ATM transactions and (b) PIN-based Debit Card transactions.

Any Internal Transfer to a Deposit Account may require up to one full Business Day before the funds are available for subsequent non PIN-based Debit Card transactions. Transfers made to an enrolled credit card may take up to two Business Days to post, but the credit will be effective as of the date the transfer was initiated. If the available balance in a transferring account is insufficient at the time of a scheduled transfer, these transactions may overdraw your account and result in a fee.

7.3 Canceling an Internal Transfer, Internal Payment or Internal Advance

You may schedule one-time and recurring Internal Transfers, Internal Payments, or Internal Advances. You may cancel any one-time or recurring Internal Transfer, Internal Payment or Internal Advance if you do so at least one day prior to the scheduled transaction processing date the time of your instruction.)

7.4 Insufficient Funds

If your Eligible Account has insufficient funds to complete all of the day's transactions (including ATM withdrawals, preauthorized transactions, Internal Transfers, Internal Payments, and bill payments, etc.) that will process for a given Business Day, then certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority. If an Internal Transfer or Internal Payment would result in an overdraft of your Eligible Account, we may in our sole discretion honor the transaction and create the overdraft, or cancel the transaction. In addition, you will be charged any overdraft fees that apply to your accounts.

8. WEBCONNECT

You may access an Eligible Account in Online Banking through our Website, or in Mobile Banking through our Mobile Banking Software, using your Access Credentials. Basic requirements for accessing the Service are set forth above in your Consent to electronic disclosures. When you access the Service, you will see a menu of currently available functions (e.g., view balances; view or search for transactions; locate branches; execute specific types of internal or external funds transfers; mobile remote deposit; etc.). From time to time, with or without prior notice, we can add, modify and delete particular access protocols, features and functionality, the menus, the Website and the Mobile Banking Software. Not all Service functions are available through both the Online Banking and Mobile Banking channels. We reserve the right to refuse to make any transaction that you may request through the Service.

9. STOP PAYMENT

You may stop payment on a single check or range of checks through online banking. If you would like to stop payment on a series of checks, you may do so by calling (727) 431-7680. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item). Stop payment fees for your applicable account will apply.

10. DOCUMENTATION

Details of your transfers will be available through the Service and listed on your regular account statements.

11. MOBILE REMOTE DEPOSIT CAPTURE

11.1 The Deposit Service

The mobile remote deposit feature of Mobile Banking (the “**Deposit Service**”) allows you to make deposits to your eligible checking, savings or money market accounts with us using your camera-enabled Mobile Device, capable of capturing check images and information, and electronically delivering the images and associated information through the Mobile Banking Software to us or our designated processor. The Mobile Device must capture an image of the front and back of each check to be deposited, including the magnetic ink character recognition line on each check, and such other information as required by this Agreement or applicable law. Such other information includes, but is not limited to, certain technical information such as your IP Address, Mobile Device identifier, and may also include your longitude and latitude at the time the image is transferred to us.

11.2 Eligible Items

You agree only to capture images of “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). When the image is converted to an Image Replacement Document for subsequent presentment and collection, it shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

YOU AGREE TO NOT CAPTURE IMAGES OF ANY OF THE FOLLOWING TYPES OF CHECKS OR OTHER ITEMS WHICH SHALL BE CONSIDERED INELIGIBLE ITEMS:

- a. Checks payable to anyone other than the owner of the account into which it is being deposited;
- b. Checks drawn or issued by you; or drawn by others against an account on which you are a joint owner or authorized signer;
- c. Checks containing any unauthorized alteration;
- d. Checks payable jointly, unless deposited into an account with the names of all payees;
- e. Checks previously converted to a substitute check, as defined in Reg. CC;
- f. Checks drawn on a foreign bank and/or that are not payable in United States currency;
- g. Checks that are payable on sight or payable through drafts, as defined in Reg. CC, or are remotely created checks, as defined in Reg. CC;
- h. Checks that are undated, post-dated, or are dated more than 6 months prior to the date of deposit;
- i. Checks with any endorsement on the back other than that specified in this Agreement;
- j. Checks that have previously been deposited by any remote capture or physical delivery;
- k. Checks or items that are drawn or otherwise issued by the U.S. Treasury Department;
- l. Checks that have previously been returned unpaid for any reason;
- m. Travelers Checks;
- n. Checks payable to “Cash”;
- o. Checks transmitted from outside the United States;
- p. Registered government warrants;
- q. Money Orders; or
- r. Checks that are prohibited by our current procedures relating to the mobile remote deposit capture feature or which are otherwise not acceptable under your Deposit Account Agreement or as we may otherwise determine in our sole discretion;
- s. Government checks of any type, state or federal.

We may in our sole discretion, and without liability to you, refuse any check for any or no reason, or elect to take the check on a collection basis only. We reserve the right to charge back to your account, at any time, any item that we subsequently determine was an ineligible item. We are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

11.3 Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Deposit Service as follows: sign the back of your check with your name and add the words “**FOR BANK MOBILE DEPOSIT ONLY**” or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Deposit Service as we may establish from time to time.

11.4 Image Quality

The image of a check or item transmitted to us using the Deposit Service must be legible and must comply with the requirements established from time to time by us, applicable law, or clearing house or association rule. We shall not be liable to you for failure to process or improperly processing any item for which you have not provided an accurate and legible image, and we reserve the right to reject any deposit.

11.5 Receipt, Security and Errors in Transmission

Use of the Deposit Service involves the electronic transmission of information across the networks of your wireless service provider and others that we do not operate or control. You accept the risk, and we bear no responsibility or liability, for the quality, privacy, security or act or actual delivery of wireless data transmissions, or the disclosure of information through such errors. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account.

11.6 Keeping and Destroying Checks After Imaging

Upon your receipt of a confirmation from us that we received an image you transmitted, you agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, you agree to destroy the check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to us upon request.

11.7 Availability of Funds

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after we receive payment for the funds submitted. We may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the we, in our sole discretion, deem relevant.

11.8 Deposit Limits

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we can reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to this Agreement, and we will not be obligated to allow such a deposit at other times. We will inform you of the deposit limits applicable to you in a notice you will receive on your Mobile Device at the beginning of each deposit session.

11.9 Presentment

The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion and subject to the agreements and disclosures governing your Deposit Account.

11.10 Termination

We may terminate your use of the Deposit Service at any time and for any reason, although your representations, warranties and obligations shall remain in full force and effect nonetheless. Without limiting the foregoing, your use of the Deposit Service may be terminated if you breach any term of this Agreement, if you use the Deposit Service for any unauthorized or illegal purposes, or you use the Deposit Service in a manner inconsistent with the terms of any other agreement you may have with us.

11.11 Fees

A fee may be charged for using the Deposit Service. We may change that fee amount from time to time, but the current amount will be disclosed before you choose to submit your deposit transaction. You authorize us to deduct any such fees from any account in your name with us.

11.12 User Warranties and Indemnification

You warrant to us that:

- a. You will only transmit eligible items;
- b. Images will meet our image quality standards;

- c. You will not transmit duplicate items;
- d. You will not re-deposit or re-present any original item;
- e. All information you provide to us is accurate, true and correct;
- f. You will comply with this Agreement and all applicable rules, laws and regulations;
- g. With respect to each check image that you transmit, you are deemed to have made any representation or warranty that would have applied had you deposited a paper check by other means;
- h. You agree to indemnify and hold us harmless from any loss for breach of this warranty provision.

12. GENERAL

12.1 Our Liability

Except as specifically provided for in this Agreement or where the law requires a different standard, you agree that we shall not be responsible for any loss, whether caused by us, by equipment or software, by internet service providers, by mobile communications service providers, or by any agent or subcontractor of any of the foregoing. We shall not be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of equipment or software. Our obligations and your rights and remedies with respect to the Service are set forth in this Agreement, and are exclusive, and any related services or products are being provided "AS IS". We do not make warranties of any kind, either express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose.

12.2 Changes to Fees or Other Terms

We reserve the right to change the fees for the Service, the other terms of the Service or this Agreement. We will send you such notice of those changes as may be required by law or our other agreements with you.

Notices of new or increased fees will be provided at least twenty-one (21) days before the effective date of the change. Notice of other changes, if required, will be provided at least twenty-one (21) days in advance of the change's effective date, unless an immediate change is necessary to maintain the security of the system. If an immediate change cannot be disclosed before it is effective, we will provide any required notice within twenty-one (21) thereafter. By continuing to use the Service after a change (or after the effective date of any prior notice), you are accepting the changes. Changes to fees applicable to specific Eligible Accounts are governed by the separate agreements governing those accounts.

We may send you notices electronically by any of the means set forth at the beginning of this Agreement for electronic delivery of disclosures; or we may send notices by U.S. mail, commercial delivery, or other commercially reasonable method of delivery permitted by law. Notice will be sent to the electronic, street or mailing address in our files. You are solely responsible for notifying us of changes to your electronic and physical addresses. Notice that is sent by posting within the Service (e.g., Email, Text Alerts, or Mobile Push) shall be deemed given when posted, regardless of when or whether you retrieve the notice. Notice that is sent to your email address or Mobile Device is deemed given when sent.

12.3 Suspension and Termination

We reserve the right to suspend or terminate this Agreement, your access to the Service, or the Service itself, in whole or in part, at any time without prior notice except as required by law. If you do not access any of your Eligible Accounts via the Service for any consecutive ninety-day (90) period, your access to the Service (including without limitation MyAlerts) may be disconnected or suspended without prior notice. The provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive such termination.

You may terminate your Online Banking or Mobile Banking services at any time by calling or writing the Member Service Center at (727) 431-7680. For Mobile Banking, you must also un-register your Mobile Device and remove the Mobile Banking Software.

12.4 Payment Account

You may be asked to designate a payment account for selected services (such as Bill Pay, Popmoney or wires). You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to automatically charge the account that you have designated as the payment account. If you close the payment account, you must notify us and identify a new payment account for the selected services.

12.5 Hold Harmless and Indemnification

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Eligible Account, you waive any claim against us and agree to indemnify and hold us, our directors, officers, employees, affiliates, and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with the performance of the Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your agents.

Without limiting the generality of the preceding paragraph, You agree to indemnify, defend and hold harmless us, our parent company, affiliates, and subsidiaries, and our respective directors, officers, employees and agents, from and against every claim, damage, loss, liability and cost (including without limitation attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; (b) the actions or omissions of you, your agents or employees; (c) any warranty that we are required or deemed to make to a third party in connection with your transactions; (d) your use or distribution of any equipment or software that is inconsistent with the license or sublicense that you receive; (e) actions by third parties (such as the introduction of a virus) that delay, alter or corrupt the transmission of information to us. This section shall survive the termination of this Agreement.

12.6 Limitations on Warranties and Damages

We make the Service available without any warranty of any kind whatsoever, including fitness for any particular purpose. We do not guarantee uninterrupted, secure, or error free operation of the Service. Without limiting the generality of the foregoing, we do not provide, and specifically disclaims, any warranty that any Alerts messages will be delivered at the times requested or that the information contained is accurate. We obtain the information contained in the MyAlerts service from sources which we consider reliable but do not warrant the accuracy of any such information. In no event shall we be liable for lost profits or special, incidental or consequential damages arising out of or in connection with the Service, even if you have given us prior notice of the possibility of such damages.

12.7 Governing Law

This Agreement will be governed by and interpreted in accordance with Federal law and regulations, and by the laws of the State of Florida.

12.8 Entire Agreement

This Agreement is in addition to the Account Agreement(s) governing your Eligible Accounts. This Agreement, together with the Account Agreement(s), constitutes the complete and entire agreement between you and us, relating to the subject matter of this Agreement. If there is a conflict between this Agreement and the Account Agreement(s), the terms of this Agreement shall control.

This Agreement (being a “combined” agreement for both the Online Banking and Mobile Banking channels) governs over any separate terms and conditions that you may have previously accepted during prior enrollment in the Online Banking or Mobile Banking channels.

In addition, if you enroll in the Online Banking channel after accepting this combined Agreement, you may be presented with separate terms and conditions for the Online Banking channel. However, this combined Agreement shall govern over those separate Online Banking channel terms and conditions.

13. RESOLVING DISPUTES

Disputes regarding the Service will be resolved by the dispute resolution provisions in the Account Agreement(s), as amended from time to time.

14. DEFINITIONS

The following terms shall have the meanings indicated:

Access Credentials: One or more login ID, password, identification number, token, biometric identification (e.g., fingerprint) or other means of identification and authentication, or combination thereof, that we require for logging into or otherwise accessing the Service or a particular function of the Service. All access credentials issued to you are your responsibility.

Account Agreement: All agreements and disclosures specifically governing your Deposit Accounts or Loan Accounts, including without limitation the Deposit Account Agreement and any applicable applications, rate and fee schedules, disclosure statements, credit card agreements, promissory notes, and loan agreements.

Business Day: Every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

Deposit Account: Any checking, savings or other deposit account with us that you have enrolled as an Eligible Account.

Deposit Account Agreement: Our standard agreement governing your Deposit Accounts, together with its associated rate and fees schedules, as it may be amended from time to time.

Eligible Account: Any of your Deposit Account or Loan Accounts with us that you have enrolled, in accordance with our procedures, to make such accounts accessible through the Service. Some types of deposit and loan accounts cannot be enrolled. Which types of accounts that can be enrolled is subject to change from time to time without prior notice. Such changes will be reflected in the features available each time you log in to either Online or Mobile Banking.

E-mail: Electronic mail delivered through the Internet.

Internal Advance: Any transfer from a Loan Account to a Deposit Account as provided under the section entitled “TRANSFERS” above.

Internal Transfer: Any transfer of funds from any of your Deposit Accounts to (a) any of your Deposit Accounts, or (b) any account of another person with us, as provided under the section entitled “TRANSFERS” above.

Loan Account: Any of your overdraft protection accounts, credit card accounts or other loans with us that you have enrolled as an Eligible Account.

Mobile Banking: a suite of services that we make available, enabling you to conduct banking transactions with us by using your Mobile Device.

Mobile Banking Software: Software permitted by us that you have downloaded in order to conduct mobile banking transactions.

Mobile Device: A cellular telephone, tablet or similar wireless communication device (a) that is installed with software permitted by us that you have downloaded in order to conduct mobile banking transactions, or (2) that is capable of conducting mobile banking transactions by using other protocols we may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS) messaging).

Online Banking: Our electronic banking services described in this Agreement, including without limitation Bill Pay, External Account Transfers and other electronic banking services that may in the future be offered by us, either under this Agreement or under a separate agreement that refers to this Agreement.

Website: Achieva Credit Union's Website, and all related web pages, for offering Online Banking Services, enrolling Eligible Accounts and/or performing, authorizing or canceling any specific Online Banking Service transaction.

THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS

1. Master User and Authorized Representatives

You may only designate or have one Master User at any one time. You are solely responsible for designating your Master User. You must designate or change your Master User by providing us with certified copies of resolutions from your governing body, as applicable, and any other certificate or documentation that is acceptable to us specifying the person who is authorized to act on your behalf in this capacity.

Your Master User may designate one or more Authorized Representatives (“Sub-Users”). You accept as your sole responsibility your Master User’s designation of any and all Authorized Representatives. You understand that your Administrator will control, and authorize your Administrator to control, access by the Sub-Users of Online Banking through the issuance of Sub-Users (as defined below). Your Master User may change your Sub-Users by following the instructions provided in the Business Banking Online User Guide provided to you upon enrollment. You will require your Master User and all Sub-Users to comply with all provisions of this Agreement and all other applicable agreements, and you guarantee that they will do so. You acknowledge and agree that you are fully responsible for the failure of your Master User or any Sub-Users to so comply.

You are responsible for any payment, transfer and other services and charges incurred by your Master User or any Sub-Users, even if your authorization is exceeded. Whenever any of your Sub-Users leaves your employ or you revoke the authority of any of your Sub-Users to use Online Banking, you must notify your Master User immediately to delete/disable the Sub User access. You remain responsible for all use of Online Banking and Mobile Banking. Whenever your Master User leaves your employ or you otherwise revoke the authority of your Master User to use Online Banking, you must notify us immediately call us at calling (727) 431-7680. You remain fully responsible for all use of any and all access are issued under, and as described in, this agreement (“Access”) for Online Banking and Mobile Banking transactions occurring before you notify us and we have had a reasonable opportunity to act upon your notice.

2. Access

We will issue one Administrator (“Master User”). It is your responsibility to ensure that any and all access is provided only to persons you authorize. Whenever any Sub-Users leave the employ of the business entity or the business entity otherwise revokes the authority, it is the responsibility of the Master User to delete/disable the Sub-User’s use of the Online Banking service. If the Master User leaves the employ of the business entity or the business entity otherwise revokes the authority, the business entity must notify us in immediately by calling (727) 431-7680. The business entity remains fully responsible for all access and the Online Banking service occurring before notification to us and we have had a reasonable opportunity to act upon that notice.

Each person given Master User access will have the ability:

- Make transfers from qualifying accounts.
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Create Sub-Users to allow anyone else to make transfers or obtain account information.

You acknowledge that your Master User will, and authorize your Master User to, issue to any Authorized Representative a secondary password and login identification ("Sub-User"). You further acknowledge that your Master User may, and authorize your Master User to, change and eliminate any Sub-Users from time to time and in his or her sole discretion. You accept as your sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to your account(s) via Online Banking and Mobile Banking.

Should your Master User or any Sub-Users incorrectly on 3 consecutive attempts, any attempt for access to Online Banking will be denied. If this happens, please call us at calling (727) 431-7680 on any Business Day during our Business Hours. If this agreement is terminated, your access will be deactivated and may not be used to access Online Banking.

3. Service Accounts

You must designate a checking account you maintain with us for business or commercial purposes (the "Checking Account") for use with the Online Banking services. You must maintain your Checking Account for as long as this agreement is in effect. If your Checking Account is closed for any reason, this agreement and your access to and use of the Online Banking and Mobile Banking services will be terminated automatically.

You may also link any other of your checking, savings, money market, deposit, certificate of deposit or commercial loan accounts that you maintain with us for business or commercial purposes for use in connection with Account Access (collectively with the Checking Account, the "Accounts," unless the context otherwise provides), as discussed more fully below. We reserve the right to deny any Account linkage under certain circumstances and in our sole discretion. You agree to maintain sufficient available funds in your Accounts for us to make payments and transfers and to perform other Online Banking services. You agree that we may make a payment or transfer or perform another Online Banking service even if such action causes one or more of your Accounts to be overdrawn. You agree that we may debit any overdraft fees or other related fees from your Accounts (or any other commercial deposit account that you maintain with us, if necessary). If we are unable to complete a payment or transfer or perform any other Online Banking service for any reason associated with your Account, the payment, transfer or other Online Banking service may not be completed and we will not notify you, unless we are required to do so by applicable law. We will not be liable to you or any third party, however, if we choose to make a payment or transfer or to perform the Online Banking services.

4. Compliance

You and we agree that all payments, transfers and other services will be subject to and will comply with the laws of the U.S., including without limitations, any applicable federal and state laws and regulations, the operating circulars of the Federal Reserve System, and the operating rules of networks, associations and systems, such as the rules of the National Automated Clearing House Association and any regional automated clearing house that we use from time to time to provide the Online Banking service, each as amended from time to time. You acknowledge that no Online Banking service will be initiated that violates the laws of the U.S.

5. Your Liability for Transactions from Business Accounts

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you, the Administrator, an Authorized representative or another company representative has given someone your Sub-User access and you want to terminate that person's

authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted Sub-User yourself. You may call Member Services for assistance with terminating the Sub-User. We may have to change your access or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid access. Since we condition access upon entry of valid Master User, we will accept instructions for transfers or other transactions from any person as the Master User or your named Sub-Users. This is so even if the person obtaining access:

- Is not the Administrator, Authorized Representative or other Authorized business entity representative
- Exceeds your authority or that granted by any Administrator or Authorized Representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid Master User and Sub-Users were used. You authorize us to treat any instructions we receive using valid Master User and Sub-Users as if the instructions had been made in writing and signed by the appropriate business entity representative in accordance with this agreement. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the Master User and/or Sub-Users that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 60 days of receipt of any such statement or confirmation.

You may call (727) 431-7680 as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

6. Limitations on Our Liability in Connection with Business Accounts

We will make every reasonable effort to provide full performance of our Online Banking services/system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking and Mobile Banking service/system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

7. Wire, Automated Clearing House (ACH), Remote Deposit Capture (RDC)

You may use the Online Banking service (i) to instruct us to wire transfer funds in a specified amount, from an Online Account to another of yours or to a specified third party on your behalf; (ii) to make an ACH debit or credit to an account of yours or to a third party at Achieva Credit Union or at another financial institution, or (iii) process check deposits to qualified accounts using Remote Deposit Capture. If you use these services, you acknowledge and agree to the terms and conditions set forth in the ACH Agreement and/or the Wire Transfer Agreement and/or the Remote Deposit Capture Service Agreement. Utilization of enhanced dual controls for all ACH and Wire Transfer activity and for Remote Deposit Capture is required.

8. Other Services

We may provide you other services through our online banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

9. Service Limitations

The activities you can perform using the Online Banking service are limited to the extent, and subject to the terms, disclosed in this agreement, the Account Agreement, the ACH Agreement, and/or the Wire Transfer Agreement and/or Bill Pay Agreement and /or the Remote Deposit Capture Service Agreement. You should refer to these agreements for applicable limitations and related service charges and fees.

10. Security Procedures

By entering into this agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of Access Codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge and agree to our current security procedures in this agreement, other documents we may provide to you and/or as included within our Online Banking services site. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no Access Codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

11. Certification and Indemnification

By applying for or accessing or using the Online Banking service, you, as the business entity, certify that this agreement has been duly adopted by you in conformity with applicable law and your organizational and governing instruments and that no action contemplated by this agreement will contravene any such law or instrument. You further certify that no further approval by your business entity or any third party is required to authorize this agreement or any action taken or to be taken pursuant hereto and that this

agreement is your valid and legally binding obligation, enforceable against you in accordance with its terms.

As a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to the Administrator, Authorized Representative(s), or any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

12. Assignment

We may, at any time, assign this agreement, including our rights, interest and obligations thereunder, in whole or in part, or delegate any of our responsibilities under this agreement to any other person or entity without notice to or consent from you. You may not assign this agreement, including any of your rights, interests or obligations thereunder, in whole or in part, or delegate any of your obligations under this agreement, without our prior written consent. We are not under any obligation to give our consent and any attempt to assign this agreement without our consent shall render this agreement null and void.

13. Relationship

You and we are not partners, joint ventures or agents of each other as a result of this agreement.

14. Successors

This agreement shall be binding upon and inure to the benefit of you and us, and your and our successors and permitted assigns. However, this agreement will not benefit or be binding upon any executor, administrator, personal representative, guardian or conservator of your company representatives.

END OF SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by using the Online Banking service to perform any transactions.

Your electronic consent or use of our Online Banking service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative.

Your physical signature, electronic consent, or use of our Online Banking service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us by calling or writing:

Member Service Center
(727) 431-7680
P.O. Box 1500
Dunedin, FL 34697