



## ONLINE BANKING SERVICE AGREEMENT

Welcome to The University of Kentucky Federal Credit Union ("UKFCU", "we" or "us") Online Banking Service, which, except for short maintenance periods, permits users to access their Internet-Enabled Accounts 24-hours a day, 7-days a week to obtain account information and perform account transactions. When you register for Online Banking, you may choose from the following currently available services, some of which may require special equipment or are subject to certain limitations:

- **Viewing Accounts:** By logging in, you will be able to view all accounts associated with your social security number.
- **Transfers:** You may transfer funds between share (savings), share draft (checking), and loan subaccounts, if applicable. These transfers may not immediately charge or credit your account(s), as there may be a delay between your online transaction and reflection in your actual account balances. Internal transfers completed by 9:00 p.m. E.T. (including on weekends and holidays) will be processed on the same day. Internal transfers completed after 9:00 p.m. E.T. will be processed on the following day. You may separate internal accounts. All fund transfers are subject to UKFCU authentication. Certain types of accounts may have limitations on the number of transfers conducted per month; please consult your Truth-in-Savings disclosure for details.
- **Member-to-Member Transfers:** You may transfer funds between your account and the account of another member of UKFCU. Internal transfers completed by 9:00 p.m. E.T. (including on weekends and holidays) will be processed on the same day. Internal transfers completed after 9:00 p.m. E.T. will be processed on the following day. These transfers may not immediately charge or credit your Account(s), as there may be a delay between your online transaction and reflection in your actual account balances. All fund transfers are subject to UKFCU authentication. Certain types of accounts may have limitations on the number of transfers conducted per month; please consult your Truth-in-Savings disclosure for details
- **Account-to-Account Transfer (A2A):** Online Banking grants access to account-to-account transfers. This Service allows you to transfer funds to or from a UKFCU account to an external account at another financial institution. Cut-off times for external transfers are 1:00 p.m. E.T. on Business Days and transfers completed by 1:00 p.m. E.T. on Business Days will be processed on the same day. External transfers completed after 1:00 p.m. or on a non-Business Day will be processed on the next Business Day. As a member of the UKFCU, you agree to provide UKFCU with accurate and complete information to allow the transaction to be processed in a timely manner. If any of the information is inaccurate, UKFCU is under no obligation or liability for the error. Certain accounts have transactional limitations; consult your Truth-in-Savings disclosure for details. If a transfer initiated through account-to-account transfers would exceed UKFCU limitations, the transfer will not be authorized. UKFCU will process account-to-account transfers the next Business Day or the date selected. All transactions are subject to UKFCU verification and approval.
- **Account Balances:** You may view your account balance. Account balances may not be a true reflection of your balance as it is possible that outstanding transactions, such as electronic

transfers, debit card transactions, and drafts that affect these balances have not yet been included in the balance at the time you view it as they have not yet been presented to the UKFCU for payment.

- **Transaction History:** You may view your account transfer history. Account history will be maintained for a minimum of 24 months. You may search for share drafts (checks) that have cleared your account. Cleared check history will mirror your transaction history for history maintained on the system. Additionally, images of the front and back of your cleared checks are generally available within Online Banking by clicking on the number of the check which you want to see. Check images are generally available for up to 24 months from the date that the check cleared, and are currently offered at no charge. Checks converted to “e-checks” may not be available for viewing in Online Banking.
- **Financial Tool:** In Online Banking, you may use the personal finance management service to consolidate and track your financial information. This Service is provided free of charge and is intended to assist you in organizing and managing your finances. It is not intended to provide legal, tax, or financial advice. With this service, members may direct UKFCU to retrieve their information maintained online by third-party financial institutions with which they have customer relationships, maintain accounts or engage in financial transactions (“Account Information”).
- **Alerts:** You may sign up for “Alerts.” Alerts are automatic email, text, or phone messaging alerts. Alerts are sent to your primary email address on file and may be received by the computer, tablet, or web enabled mobile device. By signing up for Alerts, you consent to the delivery method(s) selected and to sharing of information with anyone who may have access to your telephone, mobile, computer, or another. We do not guarantee the delivery, nor the accuracy of the contents of any Alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or any actions taken or not taken by you or any third party in reliance on an Alert. Alerts are unencrypted.
- **Card Controls:** In Online Banking you may set travel notices on your debit and credit card(s), temporarily block the card, reissue a card in your name, activate a card, and report your card lost or stolen.
- **Card Swap:** In Online Banking, you may change your card information with specific vendors, if your card expires or is reissued. Vendors for which this service may be used may vary per location, e.g. Netflix, Dropbox, Amazon, iTunes, Uber, etc.
- **Check Reorder:** In Online Banking, you may reorder checks directly from the vendor (Mainstreet) with your specific reissue code located in your current checkbook.
- **Address Change:** You may change your address on file for the accounts on which you are listed as the primary or joint account holder.
- **Opening Additional Sub Accounts:** In Online Banking you may request to open an additional share under your current membership. Available share types are Christmas Club, Vacation Club,

Certificate of deposit, and Senior share. Please see the qualifications for each type of share located on our website.

This Online Banking Services Agreement (“Agreement”) contains the terms and conditions that apply to your use of UKFCU’s Online Banking services (the “Services”). You should print a copy of this document and keep it for your records. Unless otherwise required by law, UKFCU will notify you of changes to these terms and conditions by posting a notice on the Online Banking website.

Some of these services, for example, Online Bill Payment, require you to agree to additional terms and conditions. Any accounts that are approved by UKFCU for Online Banking remain subject to the terms and conditions applicable to those accounts. This Agreement provides information about and states the terms and conditions for the UKFCU electronic services and is an addendum to the existing Membership Agreement that you received and agreed to upon opening your account with UKFCU. The terms of this Agreement are in addition to the terms of any account agreements you have with us, including, without limitation, the Signature Card, Rate and Fee Schedule, Funds Availability Disclosure, Electronic Transfers Disclosure, and any Change in Terms Notices. To be eligible to use the Online Banking Services, you must be a member of UKFCU in good standing and agree to the Electronic Communications and ESIGN Consent (the “Consent”) included in this Agreement and the other terms and conditions of this Agreement. You represent that you are the legal owner of the account(s) and other financial information, which may be accessed via the Services. You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete.


**1. ESIGN DISCLOSURES AND CONSENT.** To access the UKFCU Account online or through a mobile app, you must review and consent to the Electronic Communications and ESIGN Disclosures (the “Disclosures”). The Disclosures apply to UKFCU’s mobile and online products and services, and all disclosures, notices, receipts, statements, and terms and conditions related to your accounts with UKFCU. The Disclosures also describe your rights relative to conducting business with UKFCU electronically and receiving periodic account statements, disclosures, and notices electronically as well as the consequences of withdrawing your consent.

By having read and accepted this Agreement, you agree that UKFCU may provide you with all communications (as defined below) related to UKFCU products and services in electronic format. You agree further that we may discontinue sending paper communication to you unless you withdraw your consent as described below. Your consent remains in effect until you give us notice that you are withdrawing it. “Communications” may include any member agreements or amendments thereto, disclosures, notices, responses to claims, transaction histories, statements related to the maintenance or operations of products and accounts, privacy policies, and all other information related to the products or services of UKFCU, including but not limited to, information that we are required by law or regulation to provide to you in writing. Your Consent applies to your deposit/share/loan accounts.

You may withdraw your Consent to receive communications in electronic form through Online Banking at any time by calling us or writing us at the number or address listed below. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable amount of time to process the withdrawal. This can be completed in two different ways: 1. by mail – send opting out decision to 1730 Alysheba Way, Lexington, KY 40509; or 2. by calling us at (859) 264-4200 or (800) 234-8528.

By consenting to conduct transactions and receive communications electronically, you agree to provide us with the information (such as a current email address) needed to communicate with you electronically and update us as to any changes in such information by calling or writing us at the number or address listed below. If we send an electronic communication and the email address is invalid, we will treat this as a withdrawal of your consent to receive electronic communications. We will begin sending paper documents within a reasonable period until you provide a valid email address. We reserve the right to provide any periodic accounts statements, disclosures, or notices in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in writing.

We do not officially support a specific operating system or a particular browser. To receive communications electronically related to our products and services, you must have access to:

- A current version of an internet browser we support:
  - Google Chrome
  - Mozilla FireFox
  - Safari (Mac Only)
  - Microsoft Edge
- A connection to the internet;
- A current version of a program that reads and displays PDF documents, such as Adobe Reader;   
A printer, if you wish to print your disclosures; and
- Sufficient electronic storage capacity, if you wish to retain disclosures, statements, and notices in electronic form

To access, view, and retain copies of electronic disclosures, you must have a mobile device running either iOS 16.0 or later or Android TM OS 10.0 or later. To access, view, and retain some disclosures, such as account statements, your mobile device must have Internet access with a compatible browser and a mobile device version of a PDF reader installed on it. If you do not have a reader installed on your device, you can download an Adobe PDF reader free at the app store respective to your mobile device.

## 2. DEFINITIONS OF CERTAIN TERMS USED IN THIS AGREEMENT.

- A. **Secure Access Code** means a randomly-generated number we use to identify an authorized user of some of our Online Banking Services.
- B. **Account** means a deposit, loan, or other accounts eligible for access through the Services.
- C. **Business Account** means an account that is not established primarily for personal, family, or household purposes.
- D. **Business Day** means any calendar day other than Saturday, Sunday, or Federal holiday observed by UKFCU.
- E. **Business Day Cut-Off** means the latest Eastern Standard or Eastern Daylight Saving time a transaction may be completed for same-day posting. Internal transfers completed by 9:00 p.m. will be processed on the same day. Internal transfers completed after 9:00 p.m. will be processed on the following day. Cut-off times for external transfers and ACH transactions are 1:00 p.m. E.T. on Business Days and transfers completed by 1:00 p.m. E.T on Business Days will be processed on the same day. External transfers and ACH transactions completed after 1:00 p.m. or on a non-Business Day will be processed on the next Business Day.

- F. **Company Representative** means an individual authorized by a business to act on behalf of the business in connection with an Online Banking Service or anyone UKFCU reasonably believes, by our security procedures, is so authorized.
- G. **Consumer Account** means an account established primarily for personal, family, or household purposes.
- H. **Internet-Enable** means to permit your qualifying account(s) to be used to obtain information and perform transactions Online over the Internet by use of a personal computer, tablet, mobile phone, or other means we authorize.
- I. **Online** means through the Internet by use of a personal computer or other screen-based electronic devices.
- J. **Online Banking** means the Services provided under this Agreement to your Internet-Enabled accounts, for example, obtaining account information and transferring funds. This Agreement does not include Bill Payment services, which are covered by a separate agreement, except to the extent related to the general use of online services to which this Agreement applies.
- K. **You or your** means an individual or business we permit to use Online Banking Services subject to the terms and conditions of this Agreement.

**3. ONLINE BANKING SECURITY.** One of the most important security features protecting your Online Banking Account(s) is the unique combination of your user ID, password, and PIN(s). Passwords are the first line of defense against hackers and cybercriminals. Protect your account(s) by creating a unique password, one that you don't use for any other website that is complex and difficult to guess. Complex passwords contain numbers, symbols, and a mixture of capital and lowercase letters. Avoid using the names of family members or other publicly available information. Memorize your password or keep it in a safe place. If you are an online or mobile banking user, you may change your password at any time from within Online Banking. For your protection, we recommend that you change your password regularly.

You agree to use the Services carefully, to protect and keep your account number(s), password(s), PIN(s), and any other security or access information confidential and secure and not to share it with others, to check your account statement and transactions regularly, to report any errors to us promptly by calling us at (859) 2644200 or (800) 234-8528. UKFCU does not maintain a record of your password. If you lose or forget your password, you may use the "Forgot Password" link on the website or contact us immediately so that a temporary password will be generated for you. You agree to keep antivirus and anti-malware programs on your computer and/or access device. You agree to keep any programs used to access the Services up-to-date. Failure to do so constitutes a breach of this Agreement and could result in additional liability.

**If you suspect that your user ID and password have been lost, stolen, obtained by an unauthorized person, or used without your permission, call us as soon as possible at (859) 264-4200 or (800) 234-8528.** You could lose all the money in your account(s) plus the maximum overdraft line of credit or the balance in any other account connected to your account for overdraft protection. If your account is a Consumer Account, you have additional rights under the Electronic Funds Transfer Act. You received a statement of these rights when you opened your account. You will find another statement of these rights in Section 17, "Special Disclosures for Consumer Accounts."

Our employees will never contact you by phone or email to request your user ID or password, but if you need assistance with an Online Banking transaction or have a question about your account, please call

us at (859) 264-4200 or (800) 234-8528 to speak with a Member Service Representative. Call us immediately at (859) 264-4200 or (800) 234-8528 if someone calls or emails you to request access information for your account.

We will not be liable for any losses you may sustain if you allow someone else to use your user ID and password to access Online Banking. Once you give this information to someone else, that person will have the authority to perform transactions or obtain information about your accounts. You understand and agree that access to the information and all transactions initiated by the use of your user ID and password will be considered authorized unless we have been notified to cancel your Online Banking service. If your user ID and password are for a Business Account, we will not be liable for your negligence in protecting that information.

In addition to protecting your user ID(s) and password(s), you should protect all your personal information, for example, your social security number, driver's license number, or Tax Identification Number. When combined with an account number, this information may be used to gain access to your accounts. You should also protect and secure all information stored on your computer or any other device you use to access Online Banking.

We recommend that you maintain and regularly install updates to operating systems and software systems as well as to anti-virus and malware protection on any device you use for Online Banking. You should regularly scan your computer and mobile devices for viruses and malware, and you should have a firewall and intrusion detection/prevention software or services on devices you use to connect to Online Banking. See, Section 18, "Special Provisions for Business Accounts", for security measures appropriate in a business environment.

When you access Online Banking, we will pass a "cookie" to your browser to identify you during the Online Banking session. We do not (and cannot) use cookies to obtain new information about you. A cookie is security data that is passed to a browser by a web server and is then returned by the browser in subsequent transactions to identify the user and encryption information. When you log onto Online Banking, the cookie enables us to process multiple transactions during the session without requiring you to enter your user ID and password for each transaction. Please watch our Online Banking website for news of additional security measures.

You may be able to use Online and Mobile Banking through a compatible mobile device, Internet, and/or network access and may require software updates. You agree that you are solely responsible for these requirements, including any applicable changes, updates, and fees as well as the terms of your agreement with your mobile device and telecommunications provider. UKFCU MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

**4. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** UKFCU works with one or more online financial service providers under contract to allow you to access account information held by third parties. UKFCU makes no effort to review such account information for any purpose, including but not

limited to accuracy, legality, or non-infringement. UKFCU is not responsible for the products and services offered by or through third-party sites.

UKFCU cannot always foresee or anticipate technical or other difficulties, which may fail to obtain data or loss of data, personalization settings, or other service interruptions. UKFCU cannot assume responsibility for timeliness, accuracy, deletion, non-delivery, or failure to store any user data, communications, or personalization settings. For example, when displayed through the service, third-party account information relating is only as fresh as the time shown, which reflects when the information is obtained from such third-party sites. Such information may be more up to date when obtained directly from the relevant sites. Accurate records enable UKFCU to provide an account aggregation service to you. You must provide true, accurate, current, and complete information about your accounts maintained with third parties or on other websites. Access and use of this Service may be interrupted on occasion for no fault of UKFCU, including but not limited to, the malfunction of equipment, periodic updating, maintenance or repair of the Service, or other actions that UKFCU, in its sole discretion, may elect to take. By submitting information, data, passwords, usernames, PINs, other login information, materials and other content to UKFCU through the Services, you are licensing that content to UKFCU solely for providing the account aggregation service. UKFCU may use and store the content, but only to provide the Service to you. By submitting this content to UKFCU, you represent that you are entitled to submit it to UKFCU for use for this purpose, without any obligation by UKFCU to pay any fees or other limitations.

By using the Services, you expressly authorize UKFCU to access your account information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Services, you will be directly connected to the website of the third party you have identified. UKFCU will submit information including usernames and passwords that you provide to log you into the site. You hereby authorize and permit UKFCU to use and store the information submitted by you to the Service (such as account passwords and usernames) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. For purposes of this Agreement and solely to provide the account information to you as part of the Service, you grant UKFCU a limited power of attorney, and appoint UKFCU as your attorney-in-fact and agent, to access third-party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. **YOU ACKNOWLEDGE AND AGREE THAT WHEN UKFCU IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD-PARTY SITES, UKFCU IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY.** You understand and agree that the account aggregation service is not sponsored or endorsed by any third parties accessible through the Service.

To provide many of our Online Banking Services, we must disclose information about your accounts and transactions to third parties who provide services to us or to you. We may also disclose your account information to third parties to complete your transactions, in connection with our investigation of any claim you may make, to comply with government agency or court orders, when we have your written permission, and in other circumstances that are disclosed in our Privacy Policy. You will find a copy of our current Privacy Policy on our website, <https://www.ukfcu.org/forms>. Just click on Privacy Policy.

| Permissions                | Function  | Example   |
|----------------------------|---|---|
| CAMERA                     | Allows access to the device's camera  | Mobile Remote Deposit                                 |
| LOCATION                   | Allows access to location   | Maps  |
| ACCESS TO EXTERNAL STORAGE | Allows access to files/media on the device                                      | Secure Message Attachments                            |
| CONTACTS                   | Allows access to contacts on the device   | Person to Person Payments Recipient List              |
| AUDIO                      | Allows access to the device's microphone  | Chat  |
| PHONE STATE                | Allows access to the information about the user's device for device information | Malware/Anti-phishing for Easy Solutions integration. |
| IMAGES                     | Allows access to stored images on the device                                    | Receipt Capture, Mobile Remote Deposit                |

**5. ONLINE BANKING FEES.** Individuals and certain small businesses pay no fees for using most of our Online Banking Services, but all other account service fees and charges, for example, insufficient funds fee or over-limit fees, apply. You should check our current list of service fees and charges as well as your basic Account Agreement for applicable account fees and charges.

**6. BALANCE INQUIRIES.** You may use Online Banking to check your account balance. Your Online Account balance may be different from the balance in your records for several reasons. For example, the processing of a deposit or funds transfer to or from your account may not have been completed, or a check you have written may not have cleared. Deposits made on mobile devices usually take longer to process than deposits made at a branch location. Account balances are updated periodically, and the balance you see in Online Banking is the most current "as of" the date on the Account overview page. If you have a question about your account balance, please speak with a Member Service Representative at (859) 264-4200 or (800) 234-8528.

**7. INTERNAL TRANSFERS.** You may request us to transfer funds to or from any eligible Account that has been approved for Online Banking. Transfers processed before 9:00 p.m. E.T. should be credited the same day. Accounts approved for internal transfers are subject to transfer limitations applicable to that account. In addition, we may impose holds or other restrictions on transfers from your account if we suspect suspicious account activity or to protect the security or integrity of the Online Banking Services. We may terminate your use of our internal transfer service, reject or reverse any transactions you initiate, and/or restrict your right to transfer or receive funds at any time for any reason, including, but not limited to, excessive use, using the transfer service (directly or indirectly) for any unlawful purpose, and tampering, hacking, modifying or otherwise attempting to corrupt the security or functionality of the internal transfer service.

**8. OUR LIABILITY FOR FAILURE TO COMPLETE INTERNAL TRANSFERS TO OR FROM CONSUMER ACCOUNTS.** If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. There are some exceptions to this liability. We will not be liable if:

- A. Through no fault of ours, you do not have enough money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds;
- B. If a transfer would exceed the credit limit of an account;



- C. If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to make the transaction;
- D. If you have not given us complete, correct, or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction;
- E. If you do not properly follow our instructions or if you provide us with inaccurate information, and you fail to correct or tell us about any inaccuracy of which you become aware;
- F. If you do not instruct us soon enough for your transfer to be received and credited;
- G. If the money in the account from which the transfer is to be made is subject to legal process or other claim restricting the transaction;
- H. If you or any authorized user or agent commits any fraud or violates any law or regulation;
- I. If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions we have taken; or
- J. If there are other circumstances stated in other agreements we have with you or as may be required by law.

**9. EMAIL AND MESSAGES.** Email messages outside Online Banking are not secure. Do not send us or ask for sensitive information, such as account numbers, Passwords, or account information, via email. If you wish to contact us electronically, please use the Message feature in the Main menu or under an individual transaction. Generally, we will review a Message within one Business Day, but if the matter is urgent, please call us at (859) 264-4200 or (800) 234-8528 or stop by any of our branches. You should not use the Message feature to report an unauthorized transaction, stop a scheduled transfer, or order a stop payment on a check.

**10. ALERTS.** Our Alerts service gives you the option to request and receive unencrypted email or text messages about your eligible accounts by means of a personal computer, text-enabled telephone, or other wireless communications device. You are responsible for determining if your service provider and device are capable of receiving text messages. Alerts are subject to the terms and conditions of your cellular providers. You are responsible for any fees imposed by your service provider. You are responsible for keeping your email address, phone number, and cellular provider updated. When you give us an email address or telephone number to which Alerts may be sent, you authorize us to send Alerts to that email address or telephone number even though someone who is not an account owner may access the email or text message. You authorize us to telephone you as early or as late as the time you select or 8 a.m. E.T. for non-real-time alerts when setting up the Alert at the telephone number you give us even though the number may be on a state or federal Do Not Call list.

We will send you an Alert after a selected triggering event has occurred. For example, if you opt to receive "Security Alerts", we will notify you of important account activity, such as a change in Password. A Security Alert may help you detect unauthorized activity.

Alerts may be delayed and/or prevented by a variety of factors. We do not guarantee the delivery, nor the accuracy of the contents of any Alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or any actions taken or not taken by you or any third party in reliance on an Alert. Alerts are unencrypted. We will never include your password or full account number. However, Alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your account balance may be included.

Anyone with access to your email messages will be able to view the contents of these Alerts. You agree to continue to review all correspondence from us regarding your accounts and services with us. If we do not send or you do not otherwise receive an Alert we send, or such is delayed or misdirected for any reason, such does not affect your liability, rights, or responsibilities with respect to your accounts and services and you agree that we will not be liable for our failure to send Alerts as described herein. We reserve the right to terminate this service or begin charging a fee for this service at any time without notice, except as may be required by law. Nothing herein shall amend, supersede or nullify any other agreement you may have with us. Alerts do not constitute an official record of your account. We may add new Alerts or eliminate existing Alerts at any time. We will post notice of any changes through the Message feature of Online Banking.

**11. STOP PAYMENTS.** If you select the Stop Payment option, you may use Online Banking to place a stop payment on a check you have written. Online Stop Payment orders are subject to the Stop Payment fees applicable to your account.

**12. MOBILE BANKING.** Our Mobile Banking service permits you to obtain account information and perform some account transactions by means of an eligible mobile device. Please note that processing of transactions, for example, deposits, initiated by means of a mobile device, and may take longer than if you had performed the transaction at a branch. The selection of an eligible mobile device is your responsibility, and we do not endorse, recommend, warrant, or make any representation about any product on the list of eligible mobile devices. All issues relating to the performance, operation, and fees associated with an eligible mobile device must be resolved between you and your wireless communications provider. You should ask your wireless communications provider about any fees it will charge for making your mobile device data-capable or for text messaging before you register for Mobile Banking. Please refer to the Help resource section of Online Banking for more information. You may also telephone us at (859) 264-4200 or (800) 234-8528.

You may select one or more of the following Mobile Banking Services:

- A. Downloadable application, provided by a third-party service provider, such as Apple or Google, allows you to view account balances, make funds transfers to eligible accounts, and pay bills to pre-established billers if you have signed up for our bill payment service.
- B. Text message alerts permit delivery of text message versions of requested bank alerts to your cell phone or mobile device.

To use our Mobile Banking service, you must be enrolled in Online Banking and registered for Text Mobile Banking. During the registration process, you agree to provide true, accurate, current, and complete information.

You agree to comply with all state and federal laws, rules, and regulations when using the Mobile Banking service.

Mobile remote deposit services are to allow you to make deposits to your checking, savings, or money market savings accounts from any location in the United States by imaging checks using your mobile phone and delivering the image(s) and associated deposit information to UKFCU. Your use of this Service constitutes acceptance of this Agreement that is subject to change at our discretion.

UKFCU reserves the right to change, modify, add or remove portions from the Service. The mobile remote deposit services have membership qualification requirements, and we reserve the right to change

the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue mobile remote deposit service at any time without prior notice. We reserve the right to reject any item deposited via the mobile deposit feature.

You agree you will not use the Mobile Remote Deposit service to scan and deposit any checks or other items as shown below, UKFCU will not knowingly accept the following items:

- A. Checks or items payable to any person or entity other than you.
- B. Checks or items containing obvious alteration to any of the fields of the check or which you know or suspect are fraudulent.
- C. Checks or items drawn on a financial institution outside the United States or not payable in United States currency.
- D. Travelers' checks
- E. Checks or items dated more than six months before the date of the deposit.
- F. Starter checks or counter checks

You agree to endorse any item transmitted through the mobile remote deposit service with “**For EDeposit Only**” and your signature. You agree to mark “Void” on the physical item and will not re-deposit such item, once you have made the deposit and then after **fourteen** Business Days, you agree to destroy the physical item unless otherwise directed by a UKFCU employee. We reserve the right to impose limits on the amount(s) and/or a number of deposits that you transmit using the mobile remote deposit service and modify such limits from time to time. Once a deposit is accepted, a member will have \$275 of those funds made available immediately with the remainder of the deposited amount held for two Business Days. However, UKFCU, at its sole discretion, may hold the entire funds until after UKFCU receives payment for the funds submitted.

You warrant to UKFCU that:

- A. You will only transmit eligible items.
- B. Images will be legible and not altered in any manner. You will not transmit duplicate items and/or items previously submitted to UKFCU or another financial institution.
- C. You will not deposit or attempt to deposit any imaged item(s) you have submitted to UKFCU, at any physical branch of UKFCU, or at another financial institution. D. All information you provide to UKFCU is accurate and true.
- E. You will comply with this Agreement and all applicable rules, laws, and regulations.

You agree to indemnify and hold harmless UKFCU from any loss for breach of this warranty provision.

You agree that your use of our Mobile Banking service and all related software provided by UKFCU will be limited solely to access and use of the Services, and you will not decompile, reverse engineer, or otherwise alter the software in any way. You acknowledge that UKFCU uses an unaffiliated third party to provide certain licensed software to support our Mobile Banking service. You acknowledge that we are providing our Mobile Banking service “AS IS” and “AS AVAILABLE” and without warranty or guarantee and that from time to time, the Services may be interrupted, delayed, or disrupted.

If your registered mobile or cellular device is lost or stolen, you agree to update your registration information and make the appropriate changes to disable the device. You understand that there are risks in using a mobile or cellular device for Online Banking, and that in the event of theft or loss, your confidential information could be compromised.

**13. EXTERNAL TRANSFERS.** If your account qualifies to be enrolled in our External Transfer service, you may use our External Transfer service to transfer funds between your Internet-Enabled Accounts and accounts held by you at other financial institutions, provided these other financial institutions permit external transfers. These other financial institutions may limit, charge for, restrict or prohibit transfers. You should always check the requirements of the other financial institution before you try to make an External Transfer.

You may schedule External Transfers one at a time or you may arrange to have External Transfers made at a future date or on a recurring basis. We may limit the dollar amount of External Transfers or refuse to make an External Transfer because, for example, you do not have sufficient funds in your account or we believe that the External Transfer may violate applicable law.

In processing your External Transfer request, we and the financial institution receiving your instructions will rely on the information you provide to us, and you authorize us to act on any instruction we believe has been sent by you. If your External Transfer instructions identify a financial institution or beneficiary by name and account number, the receiving financial institution may look only at the account number, even if the account number does not correspond to the name you provide.

You agree that we will not be responsible for any action or inaction, delays, errors, or other problems caused by the receiving financial institution nor for any fees or charges imposed by that institution. Any rights you may have against the receiving financial institution for errors, delays, or other problems are subject to the agreements you have with those institutions, including any time limits during which complaints must be made.

You authorize us to choose a suitable method to complete your External Transfer request from available options such as banking channels, electronic networks, and funds transfer systems, for example, the Automated Clearing House, and you agree to be bound by the rules of those systems.

**14. TERMINATION, SUSPENSION, OR LIMITATION OF ONLINE BANKING.** UKFCU will not be liable for transactions that did not post for the following reasons:

- A. If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
- B. If, through no fault of ours, your account does not contain sufficient available funds to process the transaction per your request.
- C. If the website or other systems are not working properly.
- D. If the funds in your account are subject to uncollected funds hold, legal process, or any other encumbrance or claim restricting transfers at the time, we attempt to debit your account for an authorized transaction(s).
- E. The information you or your payees have supplied to us is incorrect, incomplete, or not timely.

There may be other exceptions as well.

We may terminate or suspend this Agreement, terminate, suspend or limit your Online Banking access, in whole or in part, at any time for any reason without prior notice, including but not limited to your failure to access the Online Banking Services for 6 months or greater. Please note that if you or another party asks us to terminate your Service, or your accounts are closed for any reason, you will remain liable for transactions previously authorized. We reserve the right to change the terms and conditions of the Services at our discretion. We will notify you of any changes in writing within the appropriate period as provided by law. Once we have terminated this Agreement, we will make no further or pending transfers, including any scheduled or preauthorized recurring transfers, and we will no longer provide electronic account statements. If your account is closed or restricted for any reason, your access to Online Banking will automatically terminate. You may terminate your use of a particular Online Banking service or this Agreement in its entirety by calling us at (859) 264-4200 or (800) 234-8528.

**15. NO WARRANTIES, LIMITATION OF LIABILITY.** EXCEPT AS MAY BE PROVIDED ELSEWHERE IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF OUR ONLINE BANKING SERVICES IS AT YOUR SOLE RISK AND THAT THE ONLINE BANKING SERVICES AND ALL INFORMATION, SOFTWARE, PRODUCTS, AND CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS, AND CONTENT) INCLUDED IN, OR ACCESSIBLE FROM, ANY OF OUR ONLINE BANKING 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 NEITHER UKFCU NOR ANY OF ITS THIRD-PARTY SERVICE PROVIDERS WARRANT THAT THE ONLINE BANKING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY LAW, UKFCU AND ANY THIRD-PARTY SERVICE PROVIDERS SPECIFICALLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, BY FACT, BY STATUTE, OR OTHERWISE, WHETHER ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE BANKING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS, AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE ONLINE BANKING SITE(S). NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS. UNLESS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER UKFCU NOR ANY OF ITS THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF DATA, BUSINESS, OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON BREACH OF WARRANTY, CONTRACT OR NEGLIGENCE IN CONNECTION WITH THIS AGREEMENT OR THE ONLINE SERVICES OR PRODUCTS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR CLAIMS AGAINST US OR ANY SERVICE PROVIDER BY A THIRD PARTY. WE WILL NOT BE LIABLE FOR ANY DAMAGES, REGARDLESS OF THEIR NATURE, FOR ANY DELAY OR FAILURE TO PERFORM OUR OBLIGATIONS UNDER THIS AGREEMENT ARISING FROM OR RELATED TO THE ONLINE BANKING SYSTEM, EQUIPMENT, BROWSER AND/OR THEIR INSTALLATION OR MAINTENANCE, ACCESS TO OR USE OF THE ONLINE BANKING SERVICES, YOUR GRANTING TO US OR TO ANY THIRD PARTY SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR ACCOUNT OR TO YOUR COMPUTER SYSTEM(S) FOR TECHNOLOGY SUPPORT, FOR TRANSACTION ASSISTANCE OR THIRD PARTY SERVICE, FOR EXAMPLE, ACCOUNT AGGREGATION, OR FOR FAILURE OF ELECTRIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE ONLINE BANKING SYSTEM OR COMMUNICATIONS LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET OR THE ONLINE BANKING 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 MAY EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

**16. CHOICE OF LAW, WAIVER, SEVERABILITY.** This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky (without giving effect to its laws regarding conflicts of laws) and any applicable federal laws.

We will not be deemed to have waived any of our rights under this Agreement unless such waiver is in writing and signed by us. No delay or omission by us in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a waiver of our rights or remedies on any future occasions.

If any provision of this Agreement conflicts with law, or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law. The remaining provisions of the Agreement and the application of the challenged provisions to persons or circumstances other than those to which it is invalid or unenforceable will not be affected, and each of those provisions will be valid and enforceable to the fullest extent permitted by law.

**17. SPECIAL DISCLOSURES FOR CONSUMER ACCOUNTS.** Tell us at once if you believe your User ID or Password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 Business Days after you learn of the loss or theft of your User ID or Password, you can lose no more than \$50 if someone used your User ID or Password without your permission. Also, if you do NOT tell us within 2 Business Days after you learn of the loss or theft of your User ID or Password and we can prove we could have stopped someone from using your User ID or Password without your permission if you had told us, you could lose as much as \$500. Also, if your account statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty days after the statement was provided to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, as soon as possible, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. The information that must be included is listed below:

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days (or 20 Business Days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days (20 Business Days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account. An Account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Call us at (859) 264-4200 or (800) 234-8528 or write to 1730 Alysheba Way, Lexington, Kentucky 40509, Attn: Account Disputes.

## **18. SPECIAL PROVISIONS FOR BUSINESS ACCOUNTS.**

**A. COMPANY REPRESENTATIVE.** You will have a unique User ID and Password for each person you authorize to act as your Company Representative. you represent to us that each Company Representative and anyone else using any of your User IDs and Passwords has general authority from your company to give us instructions to perform transactions using our Online Banking Services. Anyone using your User IDs and Passwords will be able to:

1. Make transfers from the eligible account within authorized dollar limits;
2. Make transfers from eligible accounts whether or not he/she is an authorized signor or obligor on any accounts that are accessed;
3. Obtain information about accounts;
4. Allow anyone else to use his/her user id and password to obtain information or make transfers; and
5. Obtain other services or perform other transactions.

**B. LIABILITY FOR UNAUTHORIZED TRANSACTIONS.** We will issue an Access Code for each Online

Banking session. You agree to be bound by all transactions where a valid User ID, Password, and

Access Code are used and that we may rely on instructions we receive where a valid User ID, Password, and Access Code are used. You further agree that we will not be liable for any fraud, theft, or unauthorized transfer(s) that occur due to a breach of your computer system as long as we comply with the terms of this Agreement, even though the funds are transferred to someone who is not entitled to them. You agree to indemnify and hold us harmless from any loss, theft, claim, cost, or cause of action arising from any activity, including unauthorized electronic transfers, which occur or are enabled by a breach or intrusion into your security system or by misuse of your security system by anyone, including

your employee(s) or Company Representative. If a wrongdoer obtains any of your User IDs and Passwords or other security information and makes an unauthorized transfer, you will be liable and UKFCU will not. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to or action that is taken through our Online Banking service.

**C. PROTECTING YOUR COMPUTER SYSTEM.** Electronic transfers may be subject to computer fraud and hacking, including unauthorized intrusion into your computer system and theft of User IDs, Passwords, and other information that would allow a wrongdoer to direct us to transfer funds from your account. You should take appropriate steps to protect the security of your computer system. We recommend the following:

1. Periodically perform or have a third party perform an online security risk assessment that looks at business practices and processes, its infrastructure, and the balance between convenience and security.
2. Use layered system security to create layers of firewalls, anti-malware software, and encryption on each workstation and laptop.
3. Use a single dedicated computer for online banking and cash management.
4. Educate your employees about the risk of cybercrime from even one infected computer. Teach them to be cautious about opening attachments, clicking on email links, or providing information to a third party.
5. Block access to unnecessary or high-risk websites, for example, online gaming, social networking, and personal email, which often contain malware or viruses.
6. Establish separate user accounts for each employee accessing online banking, and limit administrative rights.
7. Use dual control for initiating and approving high-risk transactions, such as ACH origination and wire transfers.
8. Review or reconcile your accounts online daily.

**D. OUR SECURITY PROCEDURES.** You acknowledge that you have reviewed our current online security procedures as reflected in this Agreement, and you acknowledge that these procedures are commercially reasonable in the context of your business operations. You further acknowledge that we may update these security procedures from time to time and make them available to you. You agree to keep any security information we provide to you, including but not limited to, User IDs, Passwords, and security procedures, confidential.

**E. ELECTRONIC CONSENT.** You agree to receive this Agreement in electronic format. Your consent to receive this Agreement in an electronic format does not apply to any other communications or agreements.

To access, view, and obtain a printable version of this Agreement go to our website at <https://www.ukfcu.org/forms>. You will need to have Adobe Reader 10 or higher to print this



Agreement. If you are unable to load Adobe Reader 10 or higher on your personal computer, please do not continue with enrollment. For more details on minimum user hardware, connection and supported browsers go to our website for the latest requirements.

**19. Errors and Questions:** In case of errors and/or questions about your electronic transfers, telephone us at (859) 264-4200 or (800) 234-8528 or write us at the address below. You will need to tell us:

- Your name and account number;
- Why do you believe there is an error and the dollar amount involved; and
- Approximately when the error took place.

University of Kentucky Federal Credit Union  
ATTN: Fraud Dispute Department  
1730 Alysheba Way  
Lexington KY 40509

As of 8/13/2025