

## **Online Banking and Related Online Services Agreement and Disclosure**

In this Agreement and Disclosure, the words "I," "me," "my," "us" and "our" mean each and all of those who apply for and/or use HCCU-online banking and related online services as described in this Agreement and Disclosure. The words "you," "your," and "yours" mean Heritage Community Credit Union. My acceptance and use of the HCCU-Online Service(s) constitutes an agreement between you and me as described below.

At the present time, Heritage Community Credit Union participates in several types of services that may be accomplished by electronic transfer that are described in the "About Your Credit Union Accounts" disclosure which was provided to me at the time my account was opened with you. Disclosure information applicable to the HCCU-online banking, HCCU-pay-bill payment, and other related online services offered by you is given below, with specific disclosure information for each service following in separate sections. I understand that the agreements, terms, conditions, rules and regulations applicable to my Checking Account, Savings Account, Credit Plus credit line and any other applicable accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement and Disclosure.

### **Online Banking:**

I acknowledge electronic receipt of this HCCU-online banking Service Agreement and Disclosure and agree that I have read and will abide by the terms and conditions contained herein. I also agree that you do not have to provide me with an additional paper copy of this Agreement and Disclosure unless I specifically request a copy from you. I may request a copy by calling you at (916) 364-1700 or (800) 233-6328 or by writing you at: P.O. Box 790, Rancho Cordova, CA 95741-0790. I understand that I may print a copy of this Agreement and Disclosure by using the print command on my browser.

### **Types of Transactions Available Through HCCU-online banking:**

I understand that the HCCU-online banking is generally open, but not always accessible, 24 hours a day, 7 days a week. With my member number and my HCCU-online banking PIN (Personal Identification Number), I may perform the following transactions: balance inquiries, account and loan history inquiries, transfers from one of my credit union accounts to another within the same member number, loan payment transfers from one of my credit union accounts to my loan(s) under the same member number, advances from my Credit Plus credit line deposited into one of my credit union accounts under the same member number, order checks (provided no changes are made to my address), and download my account history files to import into Quicken or MS Money.

### **Limits on Withdrawals/Transfers:**

1. Transfers/payments will not be allowed if my HCCU loan is delinquent 30 days or more.
2. Transfers to my HCCU first mortgage are not permitted.
3. Additional payments/reductions on HCCU loans will be applied first to any outstanding fees and/or charges then to accrued interest and finally to the loan's principal balance. If I desire a "principal only" payment, I understand that the payment must be made in

person or through the mail, and I must clearly instruct you to apply the payment to principal only.

My Ability to Stop Payments:

Unless otherwise stated in this agreement, I may not stop payment on Electronic Funds Transactions. I understand that I may not use electronic access for purchases unless I am certain that I will not need to stop payment. The initiation by me of certain Electronic Funds Transactions from my account will, except as otherwise provided in this agreement, eliminate my ability to stop payment on the transactions.

Documentation of Transactions:

1. I will receive a confirmation screen that includes specific reference information for every transaction I make. I understand that I may print this reference information for my records.
2. My monthly statement will show all electronic activity.
3. Any documentation provided to me, which indicates that an Electronic Funds Transaction has been made, shall be evidence and proof that such a transaction was made.

Business Days:

Your business days are Monday through Friday, except for holidays. I understand that you may "close your books" on the last business day of a calendar month (even though that day may not be the last actual day of the month) if the end of that month falls on a Saturday or Sunday. All HCCU-online banking transactions that are made after you "close your books" will be treated for dividend/interest calculation purposes as if they occurred on the first day of the next month and will be reported on the statement applicable to that next month. However, such transactions will be shown on my statement as having occurred on the actual calendar day that I made the transactions. If I must have a record of the date on which I make a loan payment for income tax reporting purposes, I understand that I may make the payment on or before the close of the last business day of December to make sure the payment will appear on my year-end statement.

HCCU-online banking Personal Identification Number (PIN) and Security:

I agree not to give or make available my HCCU-online banking Personal Identification Number (PIN) to any unauthorized individual. I am responsible for all transactions I, and my PIN, authorize through HCCU-online banking. If I permit other persons to use HCCU-online banking or my PIN, I am responsible for all transactions they authorize. If I believe that my PIN has been lost, stolen or compromised, or that someone may attempt to use HCCU-online banking without my consent or has transferred money from my account by accessing my account without my permission, I must notify you RIGHT AWAY by calling (916) 364-1700 or (800) 233-6328.

I also agree that Heritage Community CU may revoke my Online Services if unauthorized account access and/or transactions occur as the result of my negligence in the safeguarding of the PIN belonging to me or an authorized user. Further, I agree that, if Heritage Community CU is notified that I have included Heritage Community CU in filing a petition of bankruptcy,

Heritage Community CU may revoke or refuse to grant me online access and service to my account(s).

Liability for Unauthorized Transactions:

I will be liable for unauthorized transactions and the use of my HCCU-online banking PIN to the extent allowed by applicable federal and state laws. I must tell you RIGHT AWAY if I believe my PIN has been lost, stolen or used without my permission. I understand that calling you is the best way of keeping my possible losses to a minimum, and I can call you at (916) 364-1700 or (800) 233-6328, or I can write to you at: P. O. Box 790, Rancho Cordova, CA 95741-0790. I understand that I could lose all the money in my account plus my maximum overdraft line of credit. If I tell you within two (2) business days after discovering that my PIN has been lost, stolen or used without my permission, I can lose no more than \$50. If I fail to notify you within two (2) business days after I learn of the loss or theft of my PIN and you can prove that you could have prevented the unauthorized use of my PIN had I notified you in time, I can lose as much as \$500.

If my monthly statement or my online account detail reflects any transaction that I did not make, I must tell you at once. If I do not tell you within sixty (60) days after the FIRST statement which reflected the unauthorized transaction was sent to me, I may not recover any money I lost after the 60 days if you can prove that you could have prevented the loss had I notified you in time. If a good reason (such as a long trip or a hospital stay) prevented me from telling you, you may extend the period.

Fees:

Enrollment in, and use of, the HCCU-online banking is free of charge.

Amendments:

You may amend the terms and conditions of this Agreement and Disclosure at any time. You will give me at least thirty (30) days' notice before any amendment becomes effective if the amendment results in greater costs or liability to me or stricter limitations on the transactions I may make. However, if an immediate change in the terms and conditions of this Agreement and Disclosure is necessary for security reasons, you may amend the terms and conditions without such prior notice. In addition, you may, from time to time, revise or update the programs, services, and/or related material which may render all such prior versions obsolete. Consequently, you reserve the right to terminate this Agreement and Disclosure as to all such prior versions of the programs, services and/or related material and limit access to the Service's more recent revisions and updates.

**HCCU-pay-bill payment:**

I acknowledge electronic receipt of this HCCU-pay-bill payment service Agreement and Disclosure and agree that I have read and will abide by the terms and conditions contained herein. I also agree that you do not have to provide me with an additional paper copy of this Agreement and Disclosure unless I specifically request a copy from you. I may request a copy by calling you at (916) 364-1700 or (800) 233-6328 or by writing you at: P.O. Box 790, Rancho Cordova, CA 95741-0790. I understand that I may print a copy of this Agreement and Disclosure by using the print command on my browser.

### Use of a Third-Party Bill Payment Service Provider:

I understand that Heritage Community CU has contracted with the FIS - Fidelity Information Systems to provide bill payment service to its members and that FIS will process bill payments and answer questions directly related to the bill payments I initiate. I also understand that Heritage Community CU, at its sole discretion, reserves the right to change HCCU-pay-bill payment Service Providers at any time, without prior notice to me.

### Enrollment Request for HCCUpay-bill payment:

I understand that Heritage Community CU reserves the right to refuse enrollment in HCCU-pay-bill payment to any member who does not meet the criteria established by Heritage Community CU and/or FIS.

### Definitions:

Note: All references to the "Payment Service" and/or the "Service" reflect the HCCU-pay-bill payment offered by Heritage Community Credit Union.

- **Payee** means the vendor, biller, entity, or person to whom I wish to direct payment.
- **Payment Instructions** means the information provided by me to the Service for a payment to be made to a Payee.
- **Payment Account** means my share draft (checking) account, and in the case of non-sufficient funds, any applicable share account or credit line at Heritage Community CU from which bill payments may be made and/or such funds collected.
- **Business Day** means Monday through Friday, except for holidays.
- **Scheduled Payment Date** means the Business Day of my choice upon which my bill payment will be made and my Payment Account debited.
- **Cutoff Time** means 10:00 p.m. Central Standard Time on any Business Day and is the time I must transmit Payment Instructions to have payments considered as being entered on a particular day.

By providing the Payment Service with the names and account information of those entities and/or persons to whom I wish to direct payment, I authorize the Service to follow the Payment Instructions that it receives from me or an authorized user through the HCCU-pay-bill payment Service. When the Service receives a Payment Instruction, I authorize it to debit my Payment Account and remit funds on my behalf as close to the Scheduled Payment Date designated by me as reasonably possible.

### Payments can be processed in Three Different Ways:

**Today:** If I designate a bill payment as a "Today" transaction, the Scheduled Payment Date will be the next Business Day from the day I request the payment. I understand that I must have sufficient available funds in my Payment Account at the time I request the transaction. "Today" payments may not be cancelled for any reason once I have ended an HCCUpay-bill payment

session. I also understand that "transfer" transactions are immediately deducted from my Payment Account.

**Future:** If I designate a bill payment as a "future" transaction, I may request that the transaction be made on a future Scheduled Payment Date that I may designate up to 365 days in advance. The Scheduled Payment Date will be the date I enter or the next Business Day should the date I enter fall on a weekend or holiday. I understand that I must have sufficient available funds in my Payment Account by midnight of the Business Day before the Scheduled Payment Date even though the payment will be deducted from my account on the actual Scheduled Payment Date. Through HCCU-pay-bill payment I may cancel or change a "future" transaction not later than 10:00 p.m. of the Business Day before the Scheduled Payment Date.

**Recurring:** If I designate a bill payment as a "recurring" transaction, I may request that the transaction be made in the same amount, to the same merchant or account, on a specified regular, periodic basis (i.e. weekly, bi-weekly, monthly, etc.), and I will designate a "start" and "end" date. The Scheduled Payment Date will be the date I enter or the next Business Day should the date I enter fall on a weekend or holiday. I understand that I must have sufficient available funds in my Payment Account by midnight of the Business Day before the Scheduled Payment Date even though the payment will be deducted from my account on the actual Scheduled Payment Date. Through HCCU-pay-bill payment I may cancel or change a "recurring" transaction not later than 10:00 p.m. of the Business Day before the Scheduled Payment Date.

#### Bill Payments:

I understand that all payments I authorize through HCCU-pay-bill payment will be deducted from my Payment Account and all payments must be payable in U. S. Dollars. I understand that each Payee must appear on the Payee list I create through HCCU-pay-bill payment, the account I designate to be paid must be in my name, and I must allow sufficient time for the delivery of the payment to the Payee before the actual due date of my payment. I will assume full responsibility for all late fees, finance charges, and all other actions taken by a Payee.

**IMPORTANT:** Generally, payments may take 5 to 10 Business Days to reach a Payee as payments are sent either electronically or by check. This means that the Scheduled Payment Dates I select must be 5 to 10 days before the actual due date of my payments. For example, if the actual due of my payment to a Payee falls on the tenth (10th) of a given month, the Scheduled Payment Date I select for that payment must fall between the first (1st) and fifth (5th) of that month.

Heritage Community CU is not liable for any service or late charges levied against me by a Payee. Heritage Community CU is responsible only for making payments upon my authorization and for sending or mailing payments to Payees I have designated. Heritage Community CU is not liable for any damages I incur if I do not have sufficient available funds in my Payment Account to make a payment on the Scheduled Payment Date, if the estimated time to allow for the delivery of the payment to a Payee is inaccurate due to delays in mail delivery or changes of merchant address or account number, if I have entered an incorrect account number, if a Payee has failed to account correctly for the payment in a timely manner, or for any other circumstances beyond the control of Heritage Community CU.

I will be notified in writing of any transaction the Service is unable to process because of insufficient available funds. In all cases, I am responsible for making alternate arrangements for such insufficient payments, and I understand that insufficient available funds will prevent me from making other payments until the insufficient funds condition has been resolved.

I authorize Heritage Community CU, or any third-party acting on behalf of Heritage Community CU, to choose the most effective method to process my payments. I understand that I will receive a transaction confirmation number for each properly instructed payment. In addition to all other limitations of liability set forth herein, Heritage Community CU shall not be liable for any failure to make a payment if I do not receive a confirmation number.

Heritage Community CU will use its best efforts to make all my payments properly. However, the Service reserves the right to refuse to pay any entity or person to whom I may direct payment; in such cases, the Service will notify me promptly. Heritage Community CU shall not incur liability if it is unable to complete any payments initiated by me through the Service because of the existence of any one or more of the following circumstances:

1. If, through no fault of yours, my Payment Account does not contain sufficient available funds to complete the payment or transfer, or the transfer would exceed the credit limit of my overdraft account.
2. The bill payment processing center is not working properly, and I know or have been advised about the malfunction before I execute my transaction.
3. The Payee mishandles or delays a payment sent through the Service.
4. I have not provided the Service with the correct names, phone numbers, or account information of those entities or persons to whom I wish to direct payment.
5. Circumstances beyond the control of Heritage Community CU's (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and Heritage Community CU has taken reasonable precautions to avoid such circumstances.
6. I have attempted to pay tax or court related payments or payments outside the United States, which are prohibited under this Agreement and Disclosure
7. For other exceptions as set forth in this Agreement and Disclosure

Provided none of the foregoing exceptions to the Service performance obligations are applicable and provided I have complied with all the terms and conditions of this Agreement and Disclosure, if the Service causes an incorrect amount of funds to be deducted from my Payment Account to be directed to an entity or person who does not comply with my Payment Instructions, Heritage Community CU will be responsible for my losses.

Payment will be made to a Payee either electronically, via the Automated Clearing House (ACH), or by check. The method of payment depends on the processing method that can be accommodated by the Payee and/or FIS (e.g., some Payees are unable to accept electronic payments). Payments made through the Service will appear on my periodic statements.

Stopping or Modifying HCCU-pay-bill payment Authorized Payments:

Payments designated as "Today" transactions cannot be stopped, cancelled, or modified once my HCCU-pay-bill payment session has ended. Through HCCU-pay-bill payment, payments designated as "future" or "recurring" may be cancelled or modified not later than 10:00 p.m. of the Business Day before the applicable Scheduled Payment Date. Once a payment has been electronically deducted from my Payment Account, I understand that I may not stop, cancel, or modify the payment. In some cases, however, I may be able to stop a payment that has been deducted from my Payment Account by check-to do so, I must contact FIS's customer service at 1-800-823-7555 and I understand that I will be charged a fee for each such stop payment (see current Schedule of Fees and Charges for the amount of the fee).

Prohibited Payments:

The following payments are not allowed through HCCU-pay-bill payment:

1. Tax Payments
2. Court Ordered Payments
3. Payments to Payees outside the United States or its possessions/territories
4. Other categories of Payees that HCCU may establish from time to time
5. Additionally, no payments will be permitted on my account if my HCCU loan is delinquent more than 30 days

HCCU-pay-bill payment User ID Number, Personal Identification Numbers (PIN), and Security:

I agree not to give or make available my HCCU-pay-bill payment User ID Number and/or PIN to any unauthorized individual. I am responsible for all bill payments I, and my PIN, authorize using the Service. If I permit other persons to use the Service or my User ID Number and/or PIN, I am responsible for all transactions they authorize. If I believe that my User ID Number and/or my PIN has been lost, stolen or compromised, or that someone may attempt to use the Service without my consent or has transferred money from my account by accessing my account without my permission, I must notify you RIGHT AWAY by calling (916) 364-1700 or (800) 233-6328.

I also agree that Heritage Community CU may revoke my Online Services if unauthorized account access and/or transactions occur as the result of my negligence in the safeguarding of the User ID Number and PIN belonging to me or an authorized user. Further, I agree that, if Heritage Community CU is notified that I have included Heritage Community CU in filing a petition for bankruptcy, Heritage Community CU may revoke or refuse to grant me online access and service to my account(s).

Liability for Unauthorized Transactions:

I will be liable for unauthorized transactions and for use of my HCCU-pay-bill payment User ID Number and PIN to the extent allowed by applicable federal and state laws. I must tell you RIGHT AWAY if I believe my User ID Number and/or PIN has been lost, stolen, compromised or

used without my permission. I understand that calling you is the best way of keeping my possible losses to a minimum, and I can call you at (916) 364-1700 or (800) 233-6328, or I can write to you at: P.O. Box 790, Rancho Cordova, CA 95741-0790. I understand that I could lose all the money in my account plus my maximum overdraft line of credit. If I tell you within two (2) Business Days after discovering that my User ID Number and/or PIN has been lost, stolen, compromised, or used with my permission, I can lose no more than \$50. If I fail to notify you within two (2) Business Days after I learn of the loss, theft, or unauthorized use and you can prove that you could have prevented the unauthorized use of my User ID Number and/or PIN had I notified you in time, I can lose as much as \$500.

If my monthly statement or my online account detail reflects any transaction or payment that I did not make, I must tell you at once. If I do not tell you within sixty (60) days after the FIRST statement which reflected the unauthorized transfer(s) or payment(s) was sent to me, I may not recover any money I lost after the 60 days if you can prove that you could have prevented the loss had I notified you in time. If a good reason (such as a long trip or a hospital stay) prevented me from telling you, you may extend the period.

#### Amendments:

You may amend the terms and conditions of this Agreement and Disclosure at any time. You will give me at least thirty (30) days' notice before any amendment becomes effective if the amendment results in greater costs or liability to me or stricter limitations on the transfers I may make. However, if an immediate change in the terms and conditions of this Agreement and Disclosure is necessary for security reasons, you may amend the terms and conditions without such prior notice. In addition, you may, from time to time, revise or update the programs, services, and/or related material which may render all such prior versions obsolete. Consequently, you reserve the right to terminate this Agreement and Disclosure as to all such prior versions of the bill payment programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

#### **Additional Disclosures Applicable to HCCU-online banking, HCCUpay-bill payment, and other online services:**

##### Termination or Discontinuation of HCCU-online banking or HCCU-pay-bill payment:

In the event I wish to discontinue the Service(s), I must contact Heritage Community CU not later than ten (10) days prior to the actual service discontinuation date. I must request the service discontinuation in writing, via mail or fax, or by email in the "Contact Us" section of the Service. Heritage Community CU may terminate the use of the Service(s) to any individual at any time without advance notice. Neither termination nor discontinuation shall affect my liability or obligation under this Agreement and Disclosure.

##### Links to Other Sites:

I understand that links to other non-Heritage Community CU websites are provided solely for informational purposes on topics that may be useful to me and that Heritage Community CU has no control over the content of these other websites. Heritage Community CU makes no endorsements or warranties, either expressed or implied, concerning the content of such websites, including the accuracy, completeness, reliability, or suitability thereof for any particular purpose.



### In Case of Errors or Questions regarding Electronic Transactions:

In case of errors or questions about my electronic transactions, I will contact you as soon as I can at the telephone number or address listed below. When I contact you, I will tell you my name, account number, describe the error or information I need and explain why I believe it is an error or why I need more information, tell you the dollar amount of the transaction, the date it occurred, and provide you with the confirmation number of the transaction.

If I think that my statement is wrong or if I need more information about a transaction listed on my statement, I must notify you not later than sixty (60) days after the FIRST statement which reflected the problem or error was sent to me. If I notify you in person or by telephone, you may require that I send my request or complaint to you in writing within ten (10) business days after providing my verbal notification. You will tell me the results of your investigation within ten (10) business days after you hear from me, and you will correct any error promptly. If you require more time, however, you may take up to forty-five (45) days to investigate my request or complaint. (For errors involving new accounts, you may take up to ninety (90) days to investigate my complaint or question.) If you do require more time, you will provisionally credit my account within ten (10) business days (or twenty (20) business days for new accounts) for the amount I think is in error, so that I may have use of the funds during the time it takes you to complete your investigation. If you ask me to put my request or complaint in writing and you do not receive it within ten (10) business days, you may not credit my account. You will tell me the results of your investigation within three (3) business days after completing your investigation. If you decide there was no error, you will mail a written explanation to me, and I understand that I may ask for copies of the documents you used in your investigation. If you find that an error did not occur, you may revoke any provisional credit that was provided to me.

### How to Contact You:

In case of errors and questions about my electronic transactions or payments, I may call you at (916) 364-1700 or (800) 233-6328, or I may write to you at:

Heritage Community Credit Union  
Attn: Member Services  
P. O. Box 790  
Rancho Cordova, CA 95741-0790

### Address or Banking Changes:

I agree to promptly notify Heritage Community CU of any changes in my current address and telephone number(s) or any change in my Payment Account or banking status.

### Disclosure of Account Information to Third Parties:

Heritage Community Credit Union's general policy is to treat account information as confidential. However, you will disclose information to third parties about my account or the transactions I make ONLY in the following situations:

1. Where it is necessary for completing transactions

2. In order to verify the existence and condition of my account to a third party such as a credit bureau or merchant
3. In order to comply with a government agency, court order, or other legal process
4. If I give you my prior written

Information Authorization:

To resolve payment posting problems, I agree that you reserve the right to obtain financial information regarding my account(s) from merchants or other financial institutions.

Disputes:

You and I agree to resolve all disputes regarding the Service(s) by looking to this Agreement and Disclosure. I agree that this Agreement and Disclosure is the complete and exclusive statement of the agreement between you and me which supersedes any proposal or prior agreement, oral or written, and any other communication between you and me relating to any term or condition of this Agreement and Disclosure. The terms of this Agreement and Disclosure shall control any conflict arising between you, me and any employee of the Service(s).

Assignment and Waiver:

I understand that I may not assign this Agreement to any other party. You may assign this Agreement to any future (directly or indirectly) affiliated company and may assign or delegate certain of your rights and responsibilities under this Agreement to independent contractors or other third parties. You shall not be deemed to have waived any of your rights or remedies hereunder unless such waiver is in writing and signed by you. No delay or omission on your part 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 any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Governing Law and Venue:

I understand and agree that this Agreement and Disclosure shall be governed by and construed in accordance with the laws of the State of California to the extent that California law is not inconsistent with controlling federal law. I also agree that California's choice of law rules shall not be applied if that would result in the application of non-California law. I agree that the proper venue for all actions, arbitrations, and lawsuits that may arise from my use of the Service(s) shall be federal or state courts and/or arbitrators located in Sacramento County, California.

**Card Connect Additional Terms**

The Card Connect feature is offered by Heritage Community Credit Union (referred to herein as "HCCU", "us", "we" or "our") for use by Heritage Community Credit Union cardholders. Heritage Community Credit Union's Card Connect feature is intended to allow you to initiate certain payment card related activities for your enrolled Heritage Community Credit Union card(s) via the Card Connect feature. Those activities may include the ability to but not limited to:

- Register the card.

- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off (“Controls”)
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases (“Alerts”)
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Report your card as lost or stolen.
- Review your spending by merchant type and/or by month.
- View a list of merchants storing your card information for recurring or card-on-file payments.

The Card Connect feature may enable access to Heritage Community Credit Union and third parties’ services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that you accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at [http://maps.google.com/help/terms\\_maps](http://maps.google.com/help/terms_maps). Html and the Google Legal Notices found at [https://www.google.com/help/legalnotices\\_maps/](https://www.google.com/help/legalnotices_maps/), or such other URLs as may be updated by Google. To the extent the Card Connect feature allows you to access third party services, Heritage Community Credit Union and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to you.

You agree to allow us to communicate with you via push notification, SMS and/or email, with respect to the activities performed via the Card Connect feature. Data fees may be imposed by your mobile provider for the transmission and receipt of messages and Alerts.

Heritage Community Credit Union reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in Heritage Community Credit Union’s Card Connect feature.

Availability/Interruption. You acknowledge that the actual time between occurrence of an event (“Event”) triggering a selected Control or Alert and the time the notification of such event is sent to your mobile device (“Notification”) is dependent on a few factors including, without limitation, your wireless service and coverage within the area in which you are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, “Commands”) are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to your mobile device in all areas.

If you registered to receive Notifications to your mobile device, the Card Connect feature is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The Card Connect feature is subject to transmission limitations and service interruptions. Heritage Community Credit Union does not guarantee that the Card Connect feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the Card Connect feature may not be available for all transactions. Commands based upon the location of the mobile device where the Card Connect feature is installed or the location of the merchant where the card is being

attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither Heritage Community Credit Union nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither Heritage Community Credit Union nor its third-party service providers shall be liable to you if you are unable to receive Notifications on your mobile device in your intended area. Heritage Community Credit Union, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.