

## ELECTRONIC SERVICES AGREEMENT

### ONLINE BANKING AGREEMENT

Please take a moment to read these terms carefully and print a copy for your records. By accessing any page of our online services, you agree to be bound by these terms. This Agreement contains the terms and conditions for the use of Skyward Credit Union Online and Mobile Banking that Skyward Credit Union (“Skyward”, “us” or “we”) may provide to you (“member”, “you”, “User”). This agreement includes addendums for Bill Pay, eAlerts and Remote Deposit. This agreement works in conjunction with all other agreements you have entered into with Skyward, including the Deposit Account Terms and Conditions governing your account, are incorporated by reference and made part of this agreement

- A. Accessing your account through Online Banking confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this agreement.
- B. In order to participate in Online Banking, you must be a primary owner or joint owner of at least one active savings (share) account. Only an owner or joint owner may authorize payment or transfer payment from any accounts tied to Online Banking. You will create a username and password for accessing your credit union account(s) through Online Banking. You are responsible for maintaining the confidentiality of your password in order to maintain the security of your account. Skyward is not responsible for unauthorized disclosure of your password or unauthorized use of the Online Banking services by a person utilizing your password. You agree to release and waive any claims against Skyward based on such unauthorized use.
- C. Device Requirements: You will need a computer or wireless device and an Internet connection in order to use Online Banking. Modifications to the services in the future may require installation of upgrades to the device’s software. You are responsible for installation, maintenance, and operation of your device’s software.
- D. The service is generally available 24 hours a day, seven days a week; however, the service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time. Skyward is not liable for any transaction that is unable to be performed due to system down times.
- E. You have the right to terminate Online Banking services at any time upon delivery of written notice to Skyward Credit Union. Skyward Credit Union has the right to terminate its obligation to provide Online Banking services to you without notice.
- F. You understand and agree that Skyward may refuse any Online Banking transaction that results in a negative account balance.
- G. The Online Banking access is provided free of monthly charges. Skyward has the right to change the fees for Online Banking upon thirty days of prior written notice to you. In addition, Skyward has the right to amend these terms from time to time effective upon publication including posting on our Internet Web site. Continued use of this service constitutes acceptance of those new terms and conditions.
- H. New Services: Skyward may, from time to time, introduce new Online Banking Services. We shall update this Online Banking Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in the Online Banking Agreement.
- I. You agree to waive and release any claims against Skyward arising out of or in any related to Online Banking services, except for those claims resulting solely from the negligent acts or omission by the credit union.
- J. The fees you incur for Internet access shall be your sole responsibility.
- K. It is your sole responsibility to insure your devices are compatible with and capable of operating in a manner that allows you to utilize Online Banking services. Skyward will not be responsible for failure to properly use these services and you understand that you must understand how to properly use this service.

- M. Sending secure messages through Online Banking is a way to communicate with the credit union. We ask that you use secure messages when asking specific questions about your account(s) or Online Banking services. You cannot use secure messages to initiate transactions on your account(s). For transactions, please use the appropriate functions within Online Banking.
- N. Written notice may be accomplished by e-mail notice and/or mailings to members at the last known e-mail or public address.
- O. Acceptance of Agreement. This agreement is an electronic contract that sets out legally binding terms of your use of the service. You indicate your acceptance of this agreement and all the terms and conditions contained or referenced in this agreement by use of this product.

### **ADDENDUM FOR BILL PAYMENT SERVICE**

These are the legal terms and conditions for using Skyward Credit Union's Bill Pay service.

#### **A. SERVICE DEFINITIONS**

- a. "Service" means the bill payment service offered by Skyward Credit Union, also known as Bill Pay.
- b. "Agreement" means these terms and conditions of the bill payment service.
- c. "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- d. "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).
- e. "Payment Account" is the checking account from which bill payments will be debited.
- f. "Billing Account" is the checking account from which all Service fees will be automatically debited.
- g. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- h. "Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- i. "Due Date" is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.
- j. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

**B. PAYMENT SCHEDULING:** A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Financial Institution, is currently 1:00 p.m. CST. A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

**C. PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE:** By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

- a. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
  - ii. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
  - iii. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
  - iv. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.
- D. **PAYMENT METHODS:** The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment or check payment.
- E. **PAYMENT CANCELLATION REQUESTS:** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.
- F. **STOP PAYMENT REQUESTS:** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.
- G. **PROHIBITED PAYMENTS:** Payments to Payees outside of the United States or its territories are prohibited through the Service.
- H. **PASSWORD AND SECURITY:** You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 1-833-759-1941.
- I. **ALTERATIONS AND AMENDMENTS:** This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you, or be posted on our website for your review. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.
- J. **ADDRESS OR BANKING CHANGES:** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

- K. **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION:** In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

Call us at 1-833-759-1941 during business hours.

Contact us through [www.skywardcu.com](http://www.skywardcu.com); and/or,

Write us at:

Skyward Credit Union

PO Box 771069

Wichita, KS 67277-1069

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

- L. **PAYEE LIMITATION:** The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.
- M. **RETURNED PAYMENTS:** In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your Payment Account. You may receive notification from the Service.
- N. **INFORMATION AUTHORIZATION:** Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

Note: If Bill Payment is inactive for a period of 6 months, bill payment privileges may be suspended.

#### **ADDENDUM FOR REMOTE DEPOSIT**

This Addendum for Remote Deposit contains the terms and conditions for the use of Remote Deposit ("Service") and/or other remote deposit capture services that Skyward Credit Union ("Skyward", "us" or "we") may provide to you ("member", "you", "User"). This addendum works in conjunction with all other agreements you have entered into with Skyward, including the Deposit Account Terms and Conditions governing your account, are incorporated by reference and made part of this agreement.

- A. **Services.** The Service is designed to allow you to make check deposits to your savings or checking accounts from remote locations by using the Skyward Mobile app and taking a picture with the mobile device.
- B. **Fees.** There is currently no charge for this Service. All other fees related to deposit accounts apply. The Fee Disclosures will be updated, and members provided 30 days' notice should a fee be instituted in the future. Your continued use of the Service will indicate your acceptance of any such change to the fee charged for the Service.
- C. **Acceptance of These Terms.** Your use of the Service constitutes your acceptance of this agreement. This agreement is subject to change by Skyward from time to time. We will notify you of any material change via email or on our website by providing a link to the revised agreement. Your continued use of the service will indicate your acceptance of the revised agreement. Further, Skyward reserves the right in its sole discretion to change, modify, add or remove portions of the Service. Your continued use of the

service will indicate your acceptance of any such changes to the service. Skyward reserves the right to terminate this agreement without notice at any time.

- D. Eligibility and Qualification Requirement: To qualify for this Service, you must meet eligibility criteria as dictated by Skyward.
- E. Limitations of Service. When using the service, you may experience technical or other difficulties (i.e. sign on, connectivity, scanning check acceptance, etc). We are not liable and will not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend, or discontinue the service, in whole or in part, immediately and at any time without prior notice to you. In the event the service is not available to you, you acknowledge that you can deposit your check at a branch office, or by mail.
- F. Endorsement. You agree to restrictively endorse any item transmitted through the service as “For deposit only, Skyward account # \_\_\_\_\_” or as otherwise instructed by Skyward.
- G. Eligible items. You agree to scan and deposit only checks defined in Federal Reserve Regulation CC (“REG CC”). You agree that you will not use the Service to scan and deposit any checks or other items as shown below:
  - a. Checks drawn on your own account at Skyward
  - b. Checks or items initially payable to any person or entity other than you
  - c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
  - d. Checks or items previously converted to a substitute check as defined in Reg CC
  - e. Checks or items drawn on a financial institution located outside of the United States.
  - f. Checks or items that are remotely created checks as defined in Reg CC
  - g. Checks or items not payable in United States Currency.
  - h. Checks or items dated more than 6 months prior to the date of deposit
  - i. Checks or items prohibited by Skyward’s current procedures relating to the service or which are otherwise not acceptable under the terms of your Skyward account.
  - j. Checks payable to more than one party
  - k. Checks issued from insurance claims
  - l. Checks requiring a lien holder endorsement
  - m. U.S. Savings Bonds
  - n. Post dated checks
  - o. IRA and Share Certificates
  - p. Starter or counter checks
  - q. Amex Gift Cheques
  - r. Cash
- H. Image Quality: The image of an item transmitted to Skyward using the Service must be legible. The service allows for the electronic transmission of items only (i.e. scanned and transmitted via a secure online banking session). The image quality of the item must comply with the requirements established by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
- I. Receipt of Items: We reserve the right to reject any item transmitted through the service, at our discretion, without liability to us. We are not responsible for items we do not receive or for images that are not transmitted completely. An image of an item shall be deemed received when we transmit a confirmation to you that we received the image. Receipt of such confirmation does not mean that the transmission was accepted. If an item is not accepted, Skyward will send a notice by the end of the next business day. Notice will be sent via email. It is your responsibility to ensure Skyward has a current email address on file for you.
- J. Availability of Funds: Availability of funds can be found in the Deposit Account Terms. Your continued use of the Service will indicate your acceptance of any changes to the Funds Availability in the Deposit Account Terms.

- K. Disposal of Transmitted Items. Upon your receipt of a confirmation for Skyward that we have received the image of an item you agree to prominently mark the item as “Electronically Presented” or “Void” and you agree never to represent the item. You shall retain the original of all imaged items that have been deposited via the service for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond 90 days from the date processed and shall properly destroy and dispose of such original checks after such time.
- L. Deposit Limits: Deposit limits can be found in the Rates and Fees Schedule. Your continued use of the Service will indicate your acceptance of any changes to the Rates and Fees Schedule.
- M. Responsibility for Imaging: You are solely responsible for Imaging deposit items, accessing the service from Skyward and for maintaining your own imaging equipment. Not all imaging equipment will produce a useable image. You will be responsible for the payment of all telecommunications expenses associated with the service. Skyward is not responsible for providing or servicing any equipment for you.
- N. Errors. You agree to notify Skyward of any suspected errors regarding items deposited through the service immediately, and in no event later than 60 days after the applicable account statement is made available to you. Unless you notify Skyward within 60 days such statement regarding all deposits made through this service shall be deemed correct, and you are prohibited from bringing a claim against Skyward for such alleged error.
- O. Security Requirements: To prevent unauthorized usage of the service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the service.
- P. Termination. Skyward may immediately suspend or terminate Member’s access to the service in the event that Skyward reasonably determines such suspension or termination is necessary in order to protect the service or Skyward from harm or compromise of integrity, security, reputation, or operation.
- Q. User Warranties and Indemnification. You warrant Skyward that;
  - a. You will only transmit eligible items
  - b. Images will meet the image quality standard
  - c. You will not transmit duplicate items
  - d. You will not deposit or represent the original item once it has been scanned and sent through this service unless specifically requested to do so by Skyward.
  - e. All information you provide to Skyward is accurate and true.
  - f. You will comply with the agreement and all applicable rules, laws and regulations.
  - g. Items you transmit do not contain viruses.
  - h. You agree to indemnify and hold Skyward from any loss or breach of this warranty provision.

**ADDENDUM FOR E-ALERTS**

- A. Skyward Credit Union provides e-Alert services as a convenience to our members. e-Alerts are sent only to the designated email addresses or cell phone numbers that you specify upon enrolling in the service. You may receive e-Alerts via a computer, through most personal email addresses, and cellular phones that accept text messaging. e-Alerts via text services are simple alerts to notify members of activity on their account. E-alerts sent via email contain more detail. It is recommended that all members enroll in both text and email alerts to maximize the value of this service. e-Alerts is not a mandatory service, by utilizing this service you are agreeing to the terms of service laid forth in this agreement. You may discontinue this service at any time by accessing the e-Alerts feature at [www.skywardcu.com](http://www.skywardcu.com) or by contacting Skyward at 833.759.1941.
- B. The email addresses or cell phone numbers you specify may be changed at any time by accessing the e-Alerts feature inside your Online Banking Account. These email addresses and cell phone numbers will not be updated if submitting a change of address on your account. If your email addresses or cell phone numbers should change, it is your responsibility to update the information as soon as possible by accessing the e-alert feature inside your Online Banking Account or contacting us at 833.759.1941.

- C. Due to various issues that can arise (internet outages, cell phone service outages, incorrectly set up email accounts, spam filters, etc.), Skyward Credit Union does not guarantee the delivery of your e-Alerts. Though Skyward Credit Union may attempt to notify you of problems in delivering your alerts, you acknowledge that Skyward Credit Union is not liable for misdirected, returned, or undeliverable messages as a result of the following circumstances including but not limited to: (1) Incorrect or invalid email addresses or cell phone numbers; (2) Canceled or inactive email or cell accounts; (3) Lack of Internet or cell phone service provider; (4) Factors outside of Skyward Credit Union's control.
- D. Information disclosed in an e-Alert message is for informational purposes only. Account information or data cannot be manipulated or changed via email. Please refrain from relying on the e-Alerts system as the primary means of governing your Skyward Credit Union account. You can always use Online Banking home banking, Bank by Phone (833.755.4347), to inquire about the status of your account. If you have a question about an alert you receive do not reply directly to the e-Alerts notifications that you receive instead you can contact us at 833.759.1941 or at [memberservices@skywardcu.com](mailto:memberservices@skywardcu.com)
- E. Skyward Credit Union will not send e-Alerts whether by cell phone, text message or email that ask you to provide, update, or confirm sensitive data such as your Account Number, Username, Password, PIN, SSN, ATM/Debit Card Number, Credit Card Number or Expiration Date.
- F. The e-Alerts service is a faster and more efficient mechanism for notifying our members of certain account conditions. Members who receive e-Alerts will no longer receive paper notices. Skyward Credit Union reserves the right to modify or discontinue the e-Alerts service at any time without notice. Furthermore, Skyward Credit Union reserves the right to modify these Terms of Service without notice.
- G. Note: Members may be charged by their service providers for providing the text messaging or email service. Moreover, members may be unable to receive text messaging in some geographical areas due to the unavailability of service by their service providers.

*Effective date: 08/12/2019*