

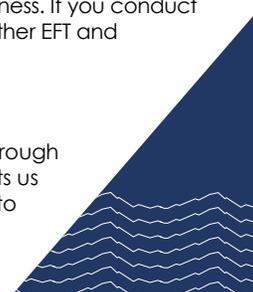


- i. Your consent is provided in connection with a transaction affecting interstate commerce;
 - ii. That it is subject to the federal Electronic Signatures in Global and National Commerce Act (the E-SIGN Act); and
 - iii. That you and the Credit Union both intend that the E-SIGN Act applies to the fullest extent permitted by law.
- m. **Termination/Changes:** We reserve the right, at our sole discretion, to discontinue providing you with electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications.

2. Electronic Funds Transfer (EFT) Services

a. **General Service Terms:** EFT services are electronically initiated money transfers involving your Credit Union deposit accounts and include, but are not limited to, ACH, Wire Transfers, Direct Deposit, Electronic Checks, ATM Transfers, Online and Phone Banking Transfers, External Transfers, Bill Payments, and One2Pay transactions.

- i. **Our Liability:** 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 losses or damages. If we do not complete a transfer to or from your account on time or in the correct amount according to this Agreement, our sole responsibility for an error will be to correct the error. In no case will we be liable for any indirect, special, consequential, or incidental damages. However, there are some exceptions. We will NOT be liable if:
 - (1) Through no fault of our own, you do not have enough money in your account to make the transfer.
 - (2) The transfer would go over the credit limit on your overdraft line.
 - (3) The automated teller machine where you are making the transfer does not have enough cash.
 - (4) The terminal or system was not working properly and you knew about the breakdown when you started the transfer.
 - (5) Circumstances beyond our control, including but not limited to legal process; labor unrest; computer or other equipment failure; interruption of communication facilities; civil unrest or disturbance; emergency conditions; or potential violation of any guideline, rule, or regulation of any government authority prevent the transfer, despite reasonable precautions we have taken.
- ii. **Member Liability:** You are responsible for all transfers you authorize using EFT services under this Section II. If you permit other persons to use an EFT service, card, PIN, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Inform us immediately if you believe anyone has used your account, card, PIN, or access code and accessed your accounts without your authority or if you believe anyone made an EFT without your permission using information from your checks.
 - (1) For debit card, purchase transactions, if you notify us of your lost or stolen card, you may not be liable for any losses. These liability limits will apply, provided you were not grossly negligent or fraudulent in handling your card and you provide us with a written statement regarding your unauthorized debit card claim. Otherwise, the following liability limits may apply. For all other EFT transactions except electronic check transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had informed us, you could lose as much as \$500. Additionally, if your statement shows EFT transfers you did not authorize, including those made by debit card, PIN, access code, or other means, inform us at once. If you do not inform us within sixty days after we mail or make the statement available, you may be liable for up to the full amount of the loss if we can prove we could have stopped someone from making the transfers if you had informed us. If a legitimate reason (such as a hospital stay) kept you from informing us, we may, but have no obligation, to extend these timeframes. If you suspect your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, please call us toll-free at 800-388-3000 or write to One Nevada Credit Union, 2645 S Mojave Rd, Las Vegas, NV 89121.
- iii. **Fees:** EFT service fees are set forth in our Fee Schedule. From time to time, we may charge fees at our sole discretion. We will notify you of any changes as required by law. If you use an ATM not operated by us, the ATM operator or ATM network you use may charge you a surcharge fee. The Credit Union will deduct the ATM surcharge from your account if you elect to complete the transaction. You may not use the card for any illegal or unlawful transactions, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. If you conduct a debit card transaction and you have opted in to Overdraft Protection, or you conduct any other EFT and overdraw your account, you agree to pay an Overdraft fee as set forth in the Fee Schedule.
- iv. **Right to Receive Documentation**
 - (1) **Periodic Statements:** The Credit Union will record transfers and withdrawals transacted through any EFT on your periodic statement provided by mail or electronically. Unless law prohibits us from doing so, you will receive or can access a periodic statement. You may request us to





provide your statement electronically. You understand and agree that we consider statements "available" on the date we mail them to you or when we make an electronic statement available for you to access.

- (2) **Digital Banking & Transfer Services:** Transaction history is also available through our Digital Banking services.
 - (3) **Terminal Receipt:** You will get a receipt at the time you make any transaction in excess of \$15 (except inquiries) involving your account using an ATM or POS terminal.
 - (4) **Direct Deposits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. If the only possible transfers to or from your account are pre-authorized deposits, you will get a quarterly statement from us. You may call 877-511-5465 toll free to find out whether we have received your deposit.
- v. **Billing Errors and Error Resolution:** In case of errors or questions about your electronic transfers (excluding Mobile Deposit transactions), call us at 800-388-3000 or write us at the address listed below as soon as you can. If you believe your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
- (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.
 - (4) If you tell us verbally, we may require that you send us your complaint or questions in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) after we hear from you, and we will correct any error promptly.
 - (5) If we need more time, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or questions. If we decide to do this we will re-credit your account within ten (10) business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation by writing to us:
 - (6) One Nevada Credit Union
2645 S Mojave Rd
Las Vegas, NV 89121
- vi. **Stop Payment Procedures and Notice of Varying Amounts**
- (1) **Right to Stop Payment and Procedure:** If you told us in advance to make regular payments out of your account, you can stop these payments by calling us at 800-388-3000 or writing to us at the address listed above. We must receive your request three (3) or more business days before the scheduled payment date. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please refer to the Fee Schedule for the amount we charge you for each stop payment order.
 - (2) **Notice of Varying Amounts:** If these regular payments vary in amount, your payee will tell you ten (10) days before each payment as to when they will withdraw it and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- vii. **Account Information Disclosure:** We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. However, we will disclose information to third parties about your account or your EFTs in the following limited circumstances:
- (1) As necessary to complete transfers;
 - (2) To verify the existence of sufficient funds to cover specific transactions at the request of a third party, such as a credit bureau or merchant;
 - (3) To comply with government agency or court orders; or
 - (4) You give us your express permission.





viii. **Suspension and Termination of Services**

- (1) **Suspension of EFT Access or Service:** If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or if we suspect fraudulent account activity, we may, without prior notice, restrict access to your accounts, suspend your electronic services, or suspend access to your devices. This includes Debit Cards and Digital Banking services. Such restrictions may continue until you cure any breach condition or resolve any fraud condition.
 - (2) **Termination:** You agree that we may terminate this Agreement and your EFT services if you or any authorized user of your EFT services or access code breaches this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your card or access code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.
- ix. **Amendments:** The Credit Union reserves the right at our sole discretion to change the terms and conditions upon which we offer EFT Services. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

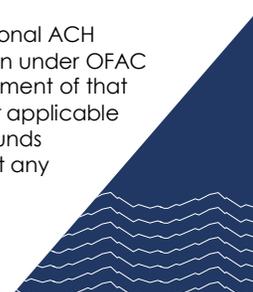
b. **ACH Transfers**

i. **Transfer Types:** You may use ACH services to perform the following transactions:

- (1) Make deposits to your share/savings or share draft/checking account.
- (2) Make loan payments.
- (3) Pay bills directly from your share/savings or share draft/checking accounts in the amounts and on the day you request.
- (4) Authorize a merchant to convert your share draft/check to an electronic fund transfer initiating a debit to your share draft/checking account for the purchase amount.
- (5) Authorize a merchant to debit your share draft/checking account for returned check fees.
- (6) All items or ACH transfers credited to your account are provisional and subject to the Credit Union's receipt of final payment. If we do receive final payment, we reserve the right, at our sole discretion, to charge your account for those items or ACH transfers and to impose a return fee on your account. After we receive final payment, we refer to these deposits as collected items. If the Credit Union incurs any fees to collect any item, the Credit Union may charge such fees to your account. The Credit Union reserves the right, at our sole discretion, to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that we receive returned as unpaid, regardless of whether the amount of the item has been available for your use.

If offered, you may initiate or receive credits or debits to your account via ACH transfer. You agree that if you receive funds by an ACH transfer, the Credit Union is not required to notify you when we receive the funds. Instead, the Credit Union will show the transfer on your periodic statement. For an ACH credit entry, the Credit Union will give you provisional credit for that entry until the Credit Union receives final settlement through a Federal Reserve Bank. If the Credit Union does not receive final settlement, you agree that the Credit Union is entitled to a refund of the provisional amount credited to you in connection with such entry. Further, we shall not deem the party making payment to you (i.e., the originator of the ACH entry), to have paid you the amount of such entry. The Credit Union and other institutions may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. The National Automated Clearing House Association rules govern ACH transactions. Under those rules, the Credit Union is not required to give you next day notice of receipt of an ACH item. However, the Credit Union will continue to notify you of the receipt of ACH payments in your periodic statement. If you have revoked your authorization for previously authorized ACH transactions, the Credit Union will not be responsible for the unauthorized ACH debits to your account if you fail to notify us in writing within fifteen (15) days after we mail or make available to you the statement containing that entry.

- ii. **International ACH Transactions:** The Credit Union's screening criteria may identify an International ACH Transaction (IAT) entry transmitted to or from any of your accounts for review and examination under OFAC Rules and Regulations. If this occurs, you understand that we may delay or suspend the settlement of that IAT Entry, pending the Credit Union's review of that Entry, and that we may terminate it under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if OFAC Rules require that we terminate the IAT Entry. You agree that any delay described above will be a permissible delay under the regulations applicable to the





availability of funds held in deposit accounts. In case of a delayed or terminated IAT Entry, we will notify you if applicable laws and regulations require it.

- c. **Domestic Wire Transfers:** You may initiate a domestic wire transfer from your account. Our domestic wire transfer cut-off hours coincide with San Francisco Federal Reserve Bank fed wire cut-off times. We may treat wire transfers, cancellations, or amendments received after the applicable cutoff time as having been received on the next Business Day. We will charge your account for any authorized funds transfer amount, including any wire transfer fees, as set forth on the Fee Schedule. The Consumer Financial Protection Bureau's Regulation E governs international wire transfers. We will provide the terms and conditions for international wire transfers at the time of the transfer transaction.
- i. **Security Procedures:** You agree any wire transfer order will be subject to the agreed security procedures including photo identification requirements, signature verification, data/password verification, use of a personal identification number (PIN) verification, and agreed callback procedures. For wire transfer orders processed by facsimile or telephone, we may require a call back password verification. If we are unable to reach you by phone to verify the password security within two business days of your wire request, we may cancel the wire request without notice. You agree if we substantially follow the agreed written security procedures, you shall be liable for payment of the transferred amount and transfer fees, even if you did not actually transmit or authorize the transfer request. If we do not follow the agreed security procedure, but can prove you originated the transfer request, you will still be liable for the transfer amount and transfer fees. You authorize us to record any telephone calls relating to any transfer under this Agreement. We may reject any transfer request or incoming wire transfer that does not conform to the limitations, security procedures, or requirements, and for any other reason, except when law prohibits it.
- ii. **Notice of Errors & Liability:** It is your obligation to examine your statements for any discrepancy concerning any wire transfer. If you fail to notify us of statement or transaction errors as required under this Agreement, we will not be liable for, and you agree to indemnify, defend, and hold us harmless from any damage, liability, loss or expense (including reasonable attorneys' fees and costs) which you could have prevented. You agree to indemnify, defend, and hold the Credit Union harmless from any liability, damages, losses or expenses (including reasonable attorneys' fees), resulting from acts or omissions, by you or any other person acting on your behalf. We will not be liable for acts or omissions by you or any other person, including, without limitation, any wire transfer system, any Federal Reserve Bank, any Beneficiary Bank, and any Beneficiary, none of which shall be deemed the Credit Union's agent. Further, we are not accountable for delaying or not acting if caused by emergency conditions or other circumstances beyond the Credit Union's control. In no event shall the Credit Union be liable for any consequential, special, punitive, or indirect losses/damages incurred related to this Agreement. This includes any subsequent wrongful dishonor resulting from our acts or omissions. You understand you have no right to cancel or amend any transfer request after the Credit Union receives it. However, the Credit Union shall use reasonable efforts to act on a cancellation or change request so long as we receive it in a reasonable time within which to act. We shall have no liability if the cancellation or change is not affected. You may not initiate any wire transfer to facilitate any transaction related to internet gambling or as otherwise prohibited by law. In the event of a delayed or erroneously executed funds transfer in which you suffer a loss due to the Credit Union's error, our sole obligation is to pay or refund such amounts as may be required by applicable law. If we become obligated under UCC Article 4A to pay interest, you agree the interest rate will be the dividend rate applicable to the account to which the funds transfer was or should have been made. Nevada law, UCC Article 4A, Federal Reserve Regulation J, any Wire Transfer Authorization, and this Agreement govern the origination of Domestic Wire Transfer orders through the Credit Union.
- d. **Direct Deposits:** The Credit Union may offer direct deposit options allowing you to preauthorize deposits (e.g., payroll checks, Social Security Administration or retirement checks, or other government funds) or transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization method. Upon a bankruptcy filing, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. government for any benefit payment directly deposited into your account for any reason, you agree you will be liable for all losses and the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.
- e. **Electronic Check Transactions**
- i. **Electronic Checks:** If you authorize a merchant to debit your account electronically using the routing, account, and serial numbers of your check to initiate the transfer, regardless of whether the check is blank, partially, or fully completed and signed, such authorization is an "electronic check conversion". An electronic check conversion is an EFT subject to the terms of this Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.
- ii. **Electronic Re-presented Checks:** If you write a check on your account that we return unpaid because of insufficient or uncollected funds, the payee, or any subsequent holder of the check, may re-present the check to us through an electronic instruction ("electronic re-presented





check") to charge your account for its amount. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if we received the original paper check. Any collection fee you authorize the merchant to debit from your account is an electronic service subject to the terms of this Agreement. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment of electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop-payment order, or if the item is otherwise ineligible for collection.

f. **ATM Card Transactions**

i. **ATM Transactions:** You may use your One Nevada Debit Card and PIN at Credit Union ATMs and other machines we may designate. You may use your card to make the following account transactions:

- (1) Withdraw cash from your savings or checking accounts.
- (2) Transfer funds between your savings or checking accounts.
- (3) Make account balance inquiries.
- (4) Make loan payments from savings or checking accounts.
- (5) Make deposits to your savings or checking accounts

(6) Some of these services may not be available at all terminals. We may place holds on deposits. Look in Digital Banking or call us at 800-388-3000 to determine your authorized limits.

ii. **Limits:** You may make an unlimited number of withdrawals at Credit Union ATMs and nonproprietary ATMs. However, we may charge a fee as set forth in the Fee Schedule. If you have sufficient account funds, you may withdraw up to your daily limit at any authorized ATM, subject to limits placed by each individual ATM. You may transfer between your savings or checking accounts up to the Available Balance in your accounts at the time of the transfer at available locations.

iii. **Unauthorized ATM Transfers:** Tell us AT ONCE if you believe your ATM card and/or PIN have been lost or stolen. You can call us at 800-388-3000 or write us at 2645 S Mojave Rd, Las Vegas, NV 89121. 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 two (2) business days, you can lose no more than \$50 if someone used your ATM card without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM card and/or PIN and we can prove we could have stopped someone from using your ATM card and/or PIN without your permission if you had told us, you could lose as much as \$500. If your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after we made the statement available, 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 timeframe.

iv. **Notice of ATM Facility User Precaution:** As with all financial transactions, please exercise discretion when using an ATM. For your own safety, please review the following suggestions:

- (1) Prepare for your transactions at home to minimize your time at the ATM.
- (2) Mark each transaction in your account record, but not while at the ATM. Always take your ATM receipts. Do not leave them at the ATM because they may contain important account information.
- (3) Compare your records with the account statements you receive.
- (4) Do not lend your ATM card to anyone. *Note: If you give your card or PIN to another person, you are authorizing that person to use your card and any transactions made by them are considered authorized.*
- (5) Do not leave your card or any documents at the ATM.
- (6) Protect the secrecy of your Personal Identification Number (PIN). Do not share your PIN with anyone or keep it where someone else can discover it. For example, do not keep your PIN in your wallet or purse or write it on your ATM card.
- (7) Prevent others from seeing you enter your PIN by using your body to shield their view.
- (8) If your ATM card is lost or stolen, promptly notify us.
- (9) When using an ATM, please be aware of your surroundings and look out for suspicious activity near the ATM, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) has adequate lighting.
- (10) Consider having someone accompany you when you use the facility after sunset. If you observe any problem, go to another ATM.
- (11) Do not accept assistance from anyone you do not know when using an ATM.





- (12) If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card, and leave. You might consider using another ATM or coming back later.
 - (13) Do not display your cash. Pocket it as soon as the ATM transaction is complete and count the cash later when you are in the safety of your own car, home, or other secure surroundings.
 - (14) At a drive-up facility, lock all car doors and ensure all of the windows are up, except for the driver's window. Keep the engine running and remain alert to your surroundings.
 - (15) We want the ATM to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.
- g. **Debit Card Services:** You may use your Debit Card to buy goods and services at any participating merchants who honor it, including at POS terminals within the networks or such other POS terminals as the Credit Union may designate. The Credit Union will deduct funds to cover your card purchases from your checking account. If your Available Balance is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to our Overdraft Protection service. You may make unlimited POS debit card purchase transactions during a statement period. The Credit Union reserves the right, at our sole discretion, to refuse any transaction that would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction or may refuse to honor any transaction for which you do not have sufficient available funds.
- i. **Debit Card Transfer Types and Limitations:** Your Debit Card is an access device that you may use at any merchant location where Visa cards are accepted. You may purchase goods in person, pay for services in person, and get cash from a merchant, if the merchant permits, or from a participating financial Institution. You may also use the card, along with your PIN, to make ATM transactions up to the authorized limit. You may conduct point-of-sale and off-line debit transactions up to the authorized limit.
 - ii. **Unauthorized Transfers:** Tell us AT ONCE if you believe your Debit Card and/or PIN have been lost, stolen, or compromised. 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 notify us within two (2) business days, you can lose no more than \$50 if someone used your Debit Card and/or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Debit Card and/or PIN, and we can prove we could have stopped someone from using your Debit Card and/or PIN without your permission if you had told us, you can lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after we make your statement available 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 timeframe. If you believe your Debit Card and/or PIN number has been lost, stolen, or that someone has transferred or may transfer money from your account without your permission, call us 800-388-3000 or write us at 2645 S. Mojave Rd, Las Vegas, NV, 89121. Your card is subject to Visa U.S.A. rules prohibiting the use of your card for any illegal transactions, such as unlawful gambling. Such use may curtail your ability to receive reimbursement for questioned items in such transactions and/or subject your account to cancellation.
 - iii. **Conditions of Account and Debit Card Use:** Your Debit Card use and account are subject to the following conditions:
 - (1) **Card Ownership:** Any card or other device we supply to you is our property and must be returned to us (or to any person whom we authorize to act as our agent or any person who is authorized to honor the card) immediately according to instructions. The Credit Union may repossess the card at any time and at our sole discretion, without demand or notice. You cannot transfer your card or account to another person. Y
 - (2) **Honoring the Card:** Neither we, nor merchants authorized to honor your Debit Card, will be responsible for the failure or refusal to honor it or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of cash.
 - (3) **PIN or Access Code:** The PIN or access code you select is for your security purposes. The PIN or access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN or access code. You agree not to disclose or otherwise make your PIN or access code available to anyone not authorized to sign on your accounts. You agree that if you provide your PIN or access code to a joint owner on your deposit account or to another person, you understand and agree that you have authorized that person to have full access to your account. The Credit Union has no responsibility to inquire about the person's authority or permission to access your information, and we will not be liable for providing any account information access to such person. If you authorize anyone to have or use your PIN or access code, you understand that person may





use Digital Banking services to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN or access code, and you agree that the use of your PIN or access code will have the same effect as your signature for authorizing transactions. If you authorize anyone to use your PIN or access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union that transactions and access by that person are no longer authorized and your PIN or access code is changed. If you fail to maintain or change the security of your PIN or access code and the Credit Union suffers a loss, we may terminate your EFT and account services immediately.

- (4) **Foreign Transactions:** The Credit Union will bill purchases and cash advances made in or with merchants located in foreign countries to you in U.S. dollars. The currency conversion rate for international transactions, as established by Visa International, Inc., is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. If there is a currency conversion, we will charge you a foreign transaction fee as provided in the Fee Schedule for transactions made in or with merchants located in foreign countries.
- (5) **Illegal Internet Gambling:** You agree that all transactions you initiate using your Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. You may only use your Debit Card for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions for all Credit Union Debit Cards.
- (6) **Non-Debit Card Network Checking Transactions Processing:** We have enabled non-Visa debit transaction processing. This means you may use your Debit Card on a non-Visa, PIN-debit network without a PIN. The STAR Network is the non-Visa debit network(s) for which we have enabled such transactions. Examples of the actions you may be required to take to initiate a Visa transaction on your Debit Card include signing a receipt, providing a card number over the phone or via the Internet, and/or swiping the card through a POS terminal. Examples of actions required to initiate a transaction on a PIN-debit network include:
 - (a) Initiating a payment directly with the Payee (possibly via telephone, Internet, or kiosk location;
 - (b) Responding to a logo displayed at a payment site and choosing to make direct payment through that network; and
 - (c) Having your identity verified using known information derived from an existing relationship with you instead of through PIN use.
 - (d) The provisions of your agreement with us relate only to Visa transactions and are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-debit network. Therefore, the liability rules for other EFTs in the Member Liability section will apply. Visa rules generally define PIN-debit networks as non-Visa debit networks that typically authenticate transactions by using a PIN, but are not typically known for having cards present.
- (7) **Notice of Debit Card User Precautions:** As with all financial transactions, please exercise discretion when using your Debit Card. Transactions made using your Debit Card are like using cash.
 - (a) Sign your card immediately when you receive it.
 - (b) Do not lend your Debit Card to anyone. Note: If you give your Debit Card or PIN to another person, you are authorizing that person to use your card and any transactions made by them are considered authorized.
 - (c) Protect the secrecy of your PIN. Do not tell or give anyone your PIN. Do not write your PIN where others can discover it. For example, do not keep a note of your PIN in your wallet or purse or write it on the Debit Card.
 - (d) Compare your records with the account statements you receive.
 - (e) Always save your receipts. Do not leave them at the ATM, point-of-sale terminal, or with the merchant.
 - (f) Prevent others from seeing you enter your PIN by using your body to shield their view.
 - (g) Do not give your account number over the phone if the call is unsolicited.
 - (h) If you lose your Debit Card or someone steals it, notify us promptly to limit losses.
 - (i) Your card is subject to Visa U.S.A. rules prohibiting the use of your card for any illegal transactions, such as unlawful gambling. Such use may curtail your ability to receive reimbursement for questioned items in such transactions and/or subject your account to cancellation.

- h. **Phone Banking Services:** If we approve you for Phone Banking service, either we will assign you, or you will select, a PIN. Your Phone Banking PIN is different from your Debit Card PIN. You can access Phone





Banking by calling 702-457-5465 or toll free at 877-511-5465. Phone Banking is accessible seven (7) days a week, twenty-four (24) hours a day. There may be times you are unable to process transactions if our system is offline. You may make unlimited Phone Banking transactions in any, one (1) day; however, there may be certain transfer limitations on savings or checking accounts as noted in the Truth-in-Savings Disclosure. The Credit Union reserves the right, at our sole discretion, to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds. Account balance and transaction history information may not show all activity involving your accounts. You may use Phone Banking to:

- i. Transfer funds between your checking, savings, or loan accounts.
 - ii. Obtain balances for any of your accounts.
 - iii. Review account balance and transaction history for any of your deposit accounts.
- i. **Digital Banking Services:** Digital Banking services include Online and Mobile App banking from any Internet-based device including personal computers, tablets, and mobile devices. If we approve you for Digital Banking services, we will assign you, or you will select, a Personal Identification Number (PIN). You can enroll for Digital Banking services either during or after the account opening process via onenevada.org or through our Mobile App. To enroll, you must use your account number, PIN, and other personally identifiable information to enroll. Once you initially enroll, you will set up a unique user ID and password for future access.
- i. You can access Digital Banking seven (7) days a week, twenty-four (24) hours a day via the Internet, subject to maintenance or other causes. There may be times you are unable to process transactions if our system is offline. You may make unlimited Digital Banking transactions in any, one (1) day; however, there are certain limitations on transfers from savings or checking accounts. The Credit Union reserves the right at our sole discretion to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds. Account balance and transaction history information may not show all activity involving your accounts. From time to time, we may add or remove Digital Banking services. When available, you may use Digital Banking to:
 - ii. Transfer funds between your checking, savings, or loan accounts.
 - iii. Transfer funds to other members' accounts once set up.
 - iv. Obtain your account balances.
 - v. Communicate with the Credit Union using Digital Banking messaging.
 - vi. Establish and pay bills.
 - vii. Transfer funds to and from an external checking or savings account as a bank-to-bank transfer.
 - viii. Review account balance, transaction history, current rate, and tax information for any of your deposit accounts.
 - ix. Make person-to-person payments.
 - x. Make mobile deposits.
 - xi. Manage how and where you can use your debit and/or credit cards.
 - xii. Manage contact information, password, and other login credentials.
 - xiii. Choose your preferred delivery for statements and account notices.

If the account access to any Digital Banking service is conducted by or for a business member, or if the services are used for business purposes, the Credit Union will consider the service and account a business under this Agreement.

- i. **Service Access:** Digital Banking services are personal financial information management services allowing you to access account information and make transactions, as set forth above, using compatible and supported Internet accessible devices. We reserve the right at our sole discretion to modify the scope of Digital Banking services at any time. Further, we reserve the right at our sole discretion to refuse to make any transaction requested through Digital Banking services. You agree and understand that Digital Banking services may not be accessible or may have limited utility over some wireless services providers.
- ii. **Service Use:** By engaging in their use, you accept all responsibility for ensuring you understand how to use Digital Banking services properly. You agree to use Digital Banking services in accordance with the instructions posted on our site, and you accept all responsibility for using your personal, Internet-accessible devices and software applications properly. In the event we change or upgrade Digital Banking services, you are fully responsible for understanding how to use our services as they are changed or upgraded. We will not be liable for any losses caused by your failure to utilize your Internet-accessible devices or Digital Banking services properly.
- iii. **Account Information from Third-Party Sites:** Digital Banking service users authorize the Credit Union to retrieve financial information from third parties by providing the required login credentials. We access this account information by using one or more online services. One Nevada does not review account information sent from other financial institutions for accuracy and takes no responsibility





for the accuracy of such information. If there are any discrepancies, you agree to contact your other financial institution(s) directly. One Nevada is not responsible for the products and services offered by or on third-party sites. The Credit Union cannot foresee or anticipate technical or other difficulties associated with third-party sites. There, we cannot assume any responsibility for the timeliness, accuracy, deletion, or interruption in service from such sites. Information may be more up to date when obtained directly from the relevant site.

- iv. **Relationship to Other Agreements:** You agree that Digital Banking service usage remains subject to the terms and conditions of all your existing agreements with us, including this Membership Agreement. Bill Pay transactions conducted via Digital Banking services are also subject to the terms of the Bill Pay section described herein and as provided to you upon Bill Pay qualification and enrollment. All Mobile Deposit Capture services used with your Internet-accessible devices are subject to the Mobile Deposit Capture service terms outlined in this Agreement. You agree that Digital Banking service use constitutes your agreement to remain subject to the terms and conditions of all your existing agreements with the Credit Union or any service providers of yours, including wireless service providers, such as AT & T, Verizon, and Sprint. You understand those agreements may have fees, limitations and restrictions, which may affect your Digital Banking services use. For example, your mobile service carrier or provider may impose data usage or text message charges for your use of, or interaction with, Digital Banking, including while downloading the software, receiving or sending mobile banking text messages, or other use of your mobile device when employing software features or other products and services provided by Digital Banking services. You agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly without involving us.
- v. **Software License:** The Credit Union hereby grants you a personal, limited, nontransferable, non-exclusive, non-sub-licensable, and non-assignable license to download, install, and use the credit union's Digital Banking software applications on your Internet-accessible devices operating within the United States and its territories. In the event that you obtain new or different devices, you must download and install the software application pertaining to that new or different device. We shall deem this license revoked immediately upon any of the conditions described below. If we revoke this license for any of the foregoing reasons, you agree to delete the software application from your device promptly.
 - (1) Your termination of Digital Banking services in accordance with this Agreement;
 - (2) Your deletion of the software application from your mobile device; or
 - (3) Written notice to you at any time, with or without cause.
- vi. **Your Obligations:** When you use Digital Banking services to access accounts you designate during the registration process, you agree to the following requirements:
 - (1) **Account Ownership/Accurate Information:** You represent that you are the legal owner of the accounts and other financial information, which you access via Digital Banking services. You represent and agree that all information you provide to us in connection with using Digital Banking services is accurate, current, and complete, and that you have the right to provide such information to us to use Digital Banking services. You agree to represent your identity or your account information accurately. You agree to keep your account information up to date and accurate.
 - (2) **User Conduct:** You agree not to use Digital Banking services, or the content or information delivered through these services, in any way that would:
 - (a) Infringe on any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the software application.
 - (b) Be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to the use of Digital Banking to impersonate another person or entity;
 - (c) Violate any law, statute, ordinance or regulation including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising;
 - (d) Be false, misleading, or inaccurate;
 - (e) Create liability for us, our affiliates, or our service providers, or cause us to lose, in whole or in part, the services of any of our service providers;
 - (f) Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
 - (g) Potentially be perceived as illegal, offensive, or objectionable;
 - (h) Interfere with or disrupt computer networks connected to Digital Banking;
 - (i) Interfere with or disrupt the use of Digital Banking by any other user; or
 - (j) Use Digital Banking in such a manner as to gain, or attempt to gain, unauthorized entry/access to others' computer systems.



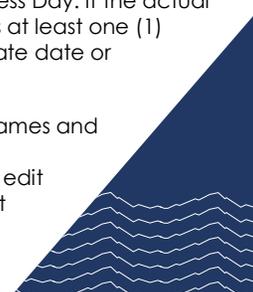


- vii. **Digital Banking Service Limitations:** Neither we, nor any of our service providers, assume any responsibility for the timeliness, deletion, misdirected delivery, or failure to store any user data, communications, or personalization settings in connection with your use of Digital Banking services. Neither we, nor any of our service providers, assume any responsibility for the operation, security, functionality, or availability of any device or network with which you utilize Digital Banking services. You agree to exercise caution when you use Digital Banking services on your devices, and you agree to use good judgment and discretion when obtaining or transmitting information. Financial information shown via Digital Banking services reflects the most recent account information available through these services and may not be current. You agree that neither we, nor our service providers, will be liable for any delays in the content or for any actions you take in reliance thereon. If you need current account information, you agree to contact us directly.
- viii. **Alerts Service:** Account alerts are available as part of the Credit Union's Digital Banking services. With the Alerts service, you can ask us to send you automated account emails or text messages. Each Alert becomes effective after you set up and activate it in the Alerts menu. You can manage the Alert types and you can suspend, stop, or edit any Alert at any time. At our sole discretion, we reserve the right to change the types of Alerts available or to terminate Alerts service at any time. You must be aware that the Credit Union does not encrypt Alerts so anyone with access to your email or text messages may be able to view your Alerts and their contents. Depending upon which Alerts you select, messages may include information such as your account balance, payment due date, or other account-related information. Alerts delivery may be subject to time lags and/or delays. The Credit Union does not guarantee the delivery, timeliness, or accuracy of any alert whether within or outside the Credit Union's control. In requesting Alerts, you agree that we will not be liable for any of the conditions noted below. We send Alerts to the email address or phone number you specify. If you change your email address or phone number, you are responsible for informing us of the change and editing your Alerts.
 - (1) Any delays, delivery failures, or misdirected Alert deliveries;
 - (2) Any errors in Alert contents; or
 - (3) Any actions you or anyone else may take or not take in reliance on an Alert.
- j. **External Funds Transfers:** The Credit Union's External Funds Transfer service enables you to transfer funds from accounts you maintain with other financial institutions to your One Nevada account(s), including ACH transfers to any loan or deposit account.
 - i. **Service Access and Use:** Access is restricted to those persons who have a valid Credit Union Digital Banking user ID and password and who have accepted these terms and conditions. You are responsible for all transfers you authorize using the service. If you provide your login information and permit other persons or other entities to use the service, you are responsible for any transaction(s) they initiate on your accounts. You should notify us immediately if you believe anyone has access to any of your accounts or if anyone comprised or used your login information without your permission. A valid email address is required for use. It is your responsibility to ensure we have a valid email address at all times. You can update your email address online or by stopping by a branch. You can use email to contact us about inquiries, maintenance, and/or problem resolution issues. You consent to the receipt of email or automated text messages from the Credit Union or its agent regarding the transfers.
 - ii. **Payment Networks:** External Transfers service instructions and the transmission and the issuance of data related to such transfer instructions shall be received pursuant to the terms of this Agreement, the rules of the National Automated Clearing House Association (NACHA) and the ACH Networks, as well as any Payment Network(s) utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). You agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any account credit shall be provisional until we, or the third party institution which holds the account, have finally settled such credit. The Credit Union often uses the ACH Network to execute External Transfers transactions; however, we may use other Payment Networks to execute and transmit transfers.
 - iii. **Transfer Authorization and Processing:** You represent and warrant that you are a legal owner of the external transaction account and the One Nevada account, and that you have all necessary legal right, power, and authority to transfer funds from the external transaction account to your One Nevada account. Further, you represent and warrant that the transaction account is located in the United States. When we receive a transfer instruction from you, you authorize us to debit your transaction account and remit funds on your behalf to the One Nevada account designated by you and to credit one of your accounts. You also authorize us to reverse a transfer from your One Nevada account if the debit is returned from the transaction account for any reason, including but not limited to, non-sufficient funds.
 - iv. **Initiation of Transfers:** You may initiate these transfers by use of a personal computer, tablet, or mobile device. To enable External Transfers Service transactions fully, please log in to Digital Banking and follow the on-screen steps.





- v. **Transfer Methods and Amounts:** At our sole discretion, we may impose limits on the amount of money you can transfer through this service. We also reserve the right, at our sole discretion, to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the One Nevada account is closed or otherwise unavailable to us.
- vi. **Transfer Fees:** We may charge, and you agree to pay, a Transfer Fee for any funds transferred by debit card under the service, as set forth on the Fee Schedule.
- vii. **Transfer Cancellation Requests and Refused Transfers:** You may cancel a transfer at any time until it begins processing. To the extent permitted by law, we will make reasonable attempts to return any unclaimed, refunded, prohibited, or denied transfer to your transaction account. If this is unsuccessful (for example, the transaction account has been closed), we will make reasonable attempts to mail you a paper check. If after ninety (90) days, (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop funds transfer on it and transfer these funds to an unclaimed funds account. We will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.
- viii. **Failed or Returned Transfers:** By using the service, you are requesting us to make transfers for you from your transaction account. If we are unable to complete the transfer for any reason associated with your transaction account (for example, there are insufficient funds in your account to cover the transaction), the transfer may not be completed. In each case, you agree that:
 - (1) You will reimburse us immediately upon demand the transfer amount that has been returned to us.
 - (2) For any amount not reimbursed to us within fifteen (15) days of the initial notification, we may assess a fee if the transfer is returned because you have insufficient funds in your transaction account to cover the requested transfer, or if we cannot otherwise collect the funds from you.
 - (3) The fee amount(s) will be as set forth in the Fee Schedule or your account Agreement with us. You hereby authorize us to deduct these amount(s) from your designated transaction account by ACH debit.
 - (4) You will reimburse us for any fees or costs we, or they, incur in attempting to collect the amount of the return from you.
 - (5) We may report the facts concerning the return to any credit-reporting agency.
- ix. **Refused Transfers:** We reserve the right, at our sole discretion, to refuse any transfer to a Credit Union account.
- x. **Returned Transfers:** By using this service, you understand we may return transfers for various reasons, including, but not limited to, an invalid account number. We will use reasonable efforts to research and correct the transfer to the intended Credit Union account, or we will void the transfer and credit your transaction account. You may receive notification from us.
- xi. **Your Responsibilities for Accurate Information:** We may not fulfill your service enrollment if we cannot verify your identity or other necessary information. By enrolling, you agree that we reserve the right, at our sole discretion, to request a review of your credit rating at our own expense through an authorized bureau. It is your responsibility to enter accurate information and to inform us as soon as possible when you become aware of inaccurate information. We will make a reasonable effort to stop or recover a transfer made to the wrong Credit Union account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for losses or damages resulting from incorrect information you entered.
- k. **Bill Pay Services:** Upon our approval, you may use Bill Pay services. The Credit Union will make its best effort to ensure the Bill Pay service is accessible seven (7) days a week. You will need a personal computer, tablet, or mobile device with Internet access and an appropriate web browser. The online address for the Bill Pay service is <https://onenevada.org>. You are responsible for the installation, maintenance, and operation of your personal device and modem. The Credit Union will not be responsible or liable for any errors.
 - i. **Payment Scheduling:** The Bill Pay service will designate the Scheduled Payment Date for each Payee within the application when you are scheduling the payment, which may be up to ten (10) business days. The service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Due Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.
 - ii. **Payment Authorization and Payment Remittance:** By providing the Credit Union with Payee names and account information, you authorize the Credit Union to follow the Payment Instructions that it receives. In order to process payments more efficiently and effectively, the Credit Union may edit or alter payment data or data formats in accordance with Payee directives. When the Credit





Union receives a Payment Instruction, you authorize the Credit Union to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Scheduled Payment Date designated by you. You also authorize the Credit Union to credit your Payment Account for payments returned to the Credit Union by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service. The Credit Union will use its reasonable efforts to make all your payments properly. However, the Credit Union shall incur no liability if the Credit Union is unable to complete any payments initiated by you for any reason.

- iii. **Payment Methods:** The Credit Union reserves the right in its sole discretion to select the method in which to remit funds through the Service on your behalf to your Payee.
- iv. **Payment Cancellation Requests:** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. Once the Credit Union has begun processing a payment, you cannot cancel or edit it. Therefore, you must submit a stop payment request.
- v. **Stop Payment Requests:** The Credit Union's ability to process a stop payment request depends on the payment method and if the check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after we have processed a payment. If you desire to stop any payment that we have already processed, you may call 800-823-7555 or 866-873-9580. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request is as shown on our Fee Schedule.
- vi. **Prohibited Payments:** The Service prohibits payments to Payees outside of the United States or its territories, and it is unlawful to use this system to transfer money to any person or organization listed on the OFAC Specially Designated Nationals list.
- vii. **Exception Payments:** You may schedule tax and court ordered payments through the Service; however, we discourage such payments and you schedule them at your own risk. In no event shall the Credit Union be liable for any claims or damages resulting from you scheduling these types of payments through the Service. The Service Guarantee as it applies to any late payment related charges is void when you schedule and/or the Service processes these types of payments. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any mis-applied, mis-posted, or mis-directed payments will be your sole responsibility, not the Credit Union.

I. **One 2Pay™ Person-to-Person Transfers**

- i. **Terms and Conditions of Use:** The One 2Pay service, powered by Acculynk, allows you to send funds directly to another person. By accepting this Agreement or using the One 2Pay service as either a Sender or Recipient, you accept the One 2Pay terms and conditions described below and any amendments.
- ii. **Electronic Transactions:** You agree to conduct One 2Pay transfers by electronic means, and you acknowledge that all documents, disclosures, forms, and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use the One 2Pay Service and submit information to the Credit Union, you agree to the electronic access, receipt, and acceptance of documents, disclosures, and forms. You may not use the One 2Pay Service unless you agree to receive documents by electronic means. You further agree that all transactions completed through the One 2Pay Service will result in valid and legally binding agreements. You also agree that you have adequate access to a computer or mobile phone with sufficient internet connectivity to conduct these transactions online, and you acknowledge that you meet the hardware and software requirements to access the One 2Pay Service.
- iii. **Electronic Signatures:** By checking the "I accept the terms of service" box within the One 2Pay Service, you are electronically signing and agreeing with the terms and conditions described herein. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature for transactions you perform. You acknowledge that these electronic signatures will legally bind you just as if you had physically signed the same documents with a pen.
- iv. **Electronic Disclosures:** You agree to receive all legal and regulatory notices, disclosures, and other communications associated with your registration or use of the One 2Pay service through electronic means, including web-based electronic interface, mobile phone interface, or email.
- v. **Availability of Printed Copies:** We recommend that you print and retain copies of any of the agreements, disclosures, or other related documents from your computer, mobile phone, or other





- (d) Transmit any checks, items, or images that are not Eligible Items or related deposit information.
 - (3) **You agree that we will** have the unrestricted right to reject, return, or refuse to process any item or image that is not an Eligible Item, without liability to you.
 - (4) **You agree that we will not:**
 - (a) Have any obligation to process any non-Eligible Item, even if we did so on a previous occasion.
 - (b) Be responsible for items we do not receive or for images dropped during transmission.
 - (c) Be responsible for any technical or other difficulties that you may experience when using the Mobile Deposit Capture service, or any damages that might arise therefrom.
 - (d) Be responsible for unavailability of the Mobile Deposit Capture service or any damages that might arise from unavailability.
 - (5) **Limitations, Changes, Suspension or Termination of Mobile Deposit Capture Services:** We reserve the right at our sole discretion to change, limit, suspend, or discontinue the Mobile Deposit Capture service or your use of the Mobile Deposit Capture service, in whole or in part, at any time at our sole discretion without notice. Your continued use of the Mobile Deposit Capture service will constitute your acceptance of any changes to the Mobile Deposit Capture service. We may immediately and without notice terminate, suspend, or limit the Mobile Deposit Capture service, or your use of the Mobile Deposit Capture service, if in our sole judgment, we believe any or all of the following:
 - (a) There has been a security breach affecting the Mobile Deposit Capture service.
 - (b) There has been unauthorized activity involving any of your Deposit Accounts.
 - (c) You have engaged in activity that violates the terms of this Agreement.
 - (d) Any of your Deposit Accounts is in an overdraft or negative-balance state.
 - (e) If we suspend your use of the Mobile Deposit Capture Service, you may request re-enrollment in writing. The Credit Union normally considers re-enrollment no earlier than six months after the suspension date. We may grant or decline re-enrollment at the Credit Union's sole discretion.
 - xiii. **Disclaimer of Warranties:** Please note that your use of the Mobile Deposit Capture service and all information and content, including third party information and content, is strictly at your own risk. The Credit Union provides the Mobile Deposit Capture service on an "as is" and "as available" basis. We disclaim all representations and warranties of any kind, express or implied, as to the Mobile Deposit Capture service and its use, including but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no representation or warranty that the Mobile Deposit Capture service:
 - (1) Will meet your requirements;
 - (2) Will be uninterrupted, timely, secure, or error free;
 - (3) Will yield accurate or reliable results; or
 - (4) Will correct any errors in the Mobile Deposit Capture service or technology.
 - xiv. **Limitation of Liability:** The Credit Union will not be liable for damages of any kind whether direct, indirect, incidental, special, consequential, exemplary, or otherwise. Without limitation, this includes damages for loss of profits, goodwill, use, data, or other losses arising from or related to the use of or the inability to use the Mobile Deposit Capture Service, incurred by you or any third party, regardless of the form of action or claim, whether contract, tort, strict liability, or otherwise, even if we have been informed of the possibility thereof.
 - xv. **Amendments:** Unless otherwise required by law, the Credit Union may amend this Agreement at any time and from time to time, without notice to you, by posting the amended Agreement on our website. If notice is given, we may send it to you at your latest address on file with us via US mail, statement message, or electronic message. We may ask you to agree to an amended or updated version of this Agreement by means specified in the notice. If you decline to agree, we may limit, suspend, or terminate your use of the Mobile Deposit Capture service.
 - xvi. **Electronic Consent Notices:** Using the Mobile Deposit Capture service requires you to consent to receive information and notices via electronic means. If you do not wish to consent to electronic notices about the Mobile Deposit Capture service, do not use the service. Nevertheless, the Credit Union reserves the right at our sole discretion to provide you any notices regarding this Agreement or the Mobile Deposit Capture Service by non-electronic means such as statement notices or via U.S. mail.
- b. **Short Message Service (SMS) and Short Code (Text)**
- i. **Service Terms:** By providing your mobile phone number to us, you have provided consent to send you account-related text messages and the following service terms will apply. The Credit Union may contact you via the SMS Short code channel regarding:





- (1) Account Security related activities such as email address changes, password changes, user ID changes, adding Payees, etc.
 - (2) Higher risk transactions such as; person-to-person payments, transfers to external accounts, etc.
 - (3) Multi-factor authentication challenges and\or verification of transaction authorizations. The Credit Union will send marketing and promotional communications via a separate and unique SMS text channel, which you can opt out of at any time. As used in these services terms, "account text" means any SMS communication or text message from us to you pertaining to your account including, but not limited to, payment information or account information.
 - (a) By entering a mobile phone number, you certify that you are the individual identified on the request, or you have the permission of the individual identified on the account texts we send. You also understand that anyone with access to your phone may see these messages, and you should safeguard your phone's confidentiality.
 - ii. **How to Opt-Out:** You may withdraw your consent to receive account text messages by replying STOP at any time to any account text you receive from us. Any withdrawal of your consent to receive account texts will be effective only after we have a reasonable period to process your withdrawal. *Please note that you cannot opt-out of fraud alerts.* For one-time transactions, such as a person-to-person payment, you will agree to receive these account text messages each time you request a transfer.
 - iii. **How to Update Your Records:** It is your responsibility to provide us with a true, accurate, and complete mobile phone number and to maintain and update promptly any changes to this number. Please notify us immediately if you change mobile numbers or plan to provide your phone to another person. You can update your mobile number via Digital Banking or by calling us at 800-388-3000.
 - iv. **Hardware and Software Requirements:** In order to access, view, and retain account texts that we make available to you, you must have an SMS-capable mobile phone, an active mobile phone account with a communication service provider, and sufficient storage capacity on your mobile phone. We will not be liable for any delays in the receipt of any SMS messages, as delivery is subject to effective transmission from your mobile service carrier. Our SMS text message services are provided on an AS IS basis.
 - v. **Communications in Writing:** The Credit Union considers all text messages delivered in electronic format from us to you as "in writing."
 - vi. **Charges:** There is no service fee to receive account texts from us, but you are responsible for all charges including, but not limited to, fees associated with text messaging imposed by your wireless service provider. Your wireless service provider's message and date rates may apply to our confirmation text and all subsequent texts. Please consult your wireless service provider's pricing plan to determine the charges for sending and receiving texts. These charges will appear on your phone bill from your wireless service provider. Message frequency depends on account status and settings.
 - vii. **Other Important Terms:** You agree that we may send any account texts through your wireless service provider in order to deliver them to you and that your wireless services provider is acting as your agent in this capacity. Additionally, you agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, cost, and expenses, including reasonable attorneys' fees, arising from your provision of a mobile phone number that is not your own or your violation of any applicable federal, state, or local law, regulation, or ordinance. Your obligations under this paragraph shall survive termination of this Agreement. We provide account texts for your convenience only. Factor(s) pertaining to your wireless service provider(s) may delay or impact receipt of each account text. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the account texts sent by us.
 - viii. **Changes in Terms and Conditions:** We may modify or terminate account text services from time to time, with or without notice, without liability to you, any other user, or a third party. We reserve the right to modify these SMS service terms from time to time.
 - ix. **Help or Support:** For help or support regarding our text messaging services, email us at ONCUsupport@onenevada.org or call toll free 800-388-3000. You can also request help, obtain contact information, or additional information regarding One Nevada's texting service anytime from your mobile device by replying with the word "HELP" to a message you receive from us.
3. **Voice Banking:** Voice Banking allows you to use your voice-enabled devices, such as Amazon Alexa or Echo and Google Home devices, to communicate with the Credit Union by voice regarding your account(s). To use Voice Banking, you must speak commands and questions aloud to your voice-enabled device, and





you will receive responses aloud. Any communication to the Credit Union via your voice-enabled device will be treated by us as a communication authorized by you, and any communication from the Credit Union via your voice-enabled device in response to a request received from your voice-enabled device will be treated by us as a communication to you.

- a. In other words, you are responsible for all of the interactions with us via Voice Banking. For example, it is possible that someone other than you could interact with the Credit Union via Voice Banking, or that someone could overhear you interacting with us via Voice Banking and learn information about your account(s). It is also possible that your voice-enabled device, associated device software, and/or your voice-enabled device provider, e.g., Amazon or Google, will record your Voice Banking interactions. Consult your Amazon or Google agreements to learn more about how your voice-enabled device treats those interactions.
- b. Once you set up your voice-enabled device for Voice Banking services, you are authorizing the Credit Union to provide information to that device based on the device's security settings. For example, the device settings may allow the device to retrieve information about your account(s) based on only verbal requests from anyone who uses your device, or to save information about your account(s) for easier access. By enabling Voice Banking on your voice-enabled device, you are responsible for how you use Voice Banking, including any communication to or from the Credit Union from your device.
- c. The Credit Union did not design nor manufacture your voice-enabled device. The device also runs other software (e.g., Alexa, Google Assistant, and other third-party applications) that we did not write or design and do not have control over. It is possible that your voice-enabled device will not hear you correctly, will incorrectly translate what you said, or even say something to you different from what we asked it to say. By accepting this Agreement, you understand and agree that we are not responsible for inaccuracies in your Voice Banking interactions. If you have any issues or doubts about the accuracy of your Voice Banking interactions, you can get your account details in all the same ways you have previously used, including Digital Banking and Phone Banking.

