

INTRODUCTION

This Agreement is the contract, which covers your and our rights and responsibilities concerning digital banking services offered to you by Directions Credit Union ("Credit Union"). In this Agreement, the words "you" and "your" mean those who submit an online authorization form and any authorized users. The word "account" means any one or more share accounts you have with the Credit Union. Digital Banking is another name for "online banking". Therefore, online banking and/or digital banking will be referenced throughout this agreement and disclosure.

By submitting the authorization for the digital banking services or by accepting or using the login credentials to make any digital banking transaction you agree to the following terms governing your and our rights and responsibilities concerning online electronic funds transfer services. Bill Pay services are electronic funds transfers ("EFTs") that are electronically initiated transactions involving your deposit accounts. For other types of electronic transaction disclosures refer to our Electronic Funds Transfer Agreement.

In order for Directions to electronically communicate to you in a timely manner, it is important that you inform us each time your email address changes so we can properly communicate the availability of your eDocuments, Alerts, any changes in terms, or change to our products or services. You can do this by logging in to digital banking and changing/updating your email address.

DIGITAL BANKING SERVICES

You may use an Internet capable device to access your accounts. You must use your Username along with your Password (login credentials) to access your accounts. The online banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the online banking services may not be available due to necessary system maintenance. You will need a device, an internet connection and a web browser (such as Chrome, Firefox, Edge or Safari) to access online banking. You are responsible for the installation, maintenance and operation of your device and Internet connection. The Credit Union will not be responsible for any errors or failures involving any Internet service or device. At the present time, Digital Banking Services are defined as, and include:

- Transfer funds within the same account between qualifying services.
- Initiate cross account transfers between your Savings, Checking, any Money Management and Loan accounts.
- Open a Certificate investment account - limited to certain term certificates.
- Review balance, and transaction history for qualifying accounts.
- Change your Username, Password or electronic mail (Email) address.
- Schedule your transfers: as immediate, recurring or future dated.
- View or edit pending transfers, and view completed transfers.
- Initiate One Time and Recurring bill payment transactions from your Checking Account, or cancel pending Bill Pay transactions.
- View and print copies of cleared checks.
- View and print periodic statements.
- Download selected transactions and account information to personal financial management software.
- Access your eDocuments, which include your periodic account statements (eStatements); eNotices (examples include but are not limited to certificate maturing, negative balance fee, courtesy pay fee, change in terms, etc.); and year-end tax information and statements.
- Set up and receive account reminders with Alerts, which are available to acquire through email or text.

- There may be other features added from time to time at the discretion of the Credit Union.
- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in one (1) day.

When you elect to use digital banking you, may choose to receive paperless statements so that we may provide you with any communications in electronic format and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below.

HOW TO WITHDRAW CONSENT

You may withdraw your consent to receive communications in electronic format for any of your accounts by contacting the Credit Union at **888-508-2228** or in person. A fee for ordering a copy of your statement may be applied as outlined in our Fee Schedule.

At our option, we may treat an invalid e-mail address as a withdrawal of your consent to receive electronic Communications. We will not impose any fees to process the withdrawal of your consent to receive electronic communications. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your request.

It is your responsibility to provide us with accurate, current and complete email address, contact, and other information related to this disclosure and to your accounts, and to maintain and update promptly any changes in this information. You can contact us at **888-508-2228** and we will assist you in updating your personal information.

FEDERAL LAW/REGULATIONS

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting electronic signatures in the Global and National Commerce Act, and that you and we both intend that the federal act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

TERMINATION/CHANGES

We reserve the right, at our discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications, including any applicable discount for receiving eStatements. We will provide you with notice of any such termination or change as required by law.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a loan account will be subject to your Loan Agreement and Disclosures, as applicable.

DIGITAL BANKING SERVICE LIMITATIONS

The following limitations on online banking transactions may apply:

Transfers. You may make transfers to your other accounts as often as you like. Some accounts are subject to additional account limitations and fees set forth in the Terms and Conditions Disclosures and Fee Schedule. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable 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 and you will be notified of those limits.

Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

BILL PAY SERVICE

Upon enrollment in the Bill Pay service, you agree to follow the requirements of the Bill Payment Service User Instructions, as listed below. You must be enrolled in digital banking to access and utilize Bill Pay.

Designated Accounts. You must designate your Checking Account as the account from which payments that you authorize will be deducted. The Checking Account must be current and active with no restrictions. You will be given the ability to set up merchants, institutions or individuals to whom you would like to schedule payments. We reserve the right to not allow the designation of a particular merchant or institution or other categories of payees that we establish from time to time using our electronic services.

Authorized Payments. When you transmit Bill Pay instructions to us, you authorize us to transfer funds to make the Bill Pay transaction from your designated Checking Account. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account but may, at our discretion, do so pursuant to any applicable overdraft agreements. Refer to the Fee Schedule for any applicable fee(s) on Non-sufficient Funds or Courtesy Pay items. We will process Bill Pay transfer requests only to those payees you have authorized and for whom the Credit Union has proper payee information. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

You or any persons who you have authorized to use your digital banking login credentials can perform the following transactions:

1. Pay any designated merchant, institution or individual in accordance with this agreement, a fixed recurring amount or a variable amount on a one-time payment from your Checking Account.
2. Obtain information (payee information, payment status information, etc.) about your Bill Pay account status.
3. Bill Pay Transactions. You authorize us to process bill payments from your Checking Account. You may use the Bill Pay service to initiate two different types of payment transactions:
 - o "One-Time" payments are payments that are not reoccurring.
 - o "Recurring" payments are payments that are reoccurring on a fixed interval and fixed amount. You have an option in digital banking to set Automatic Payments to continue for a specific number of payments. The payment can be canceled or changed through digital banking.

Delivery Time. Delivery time is set by the bill payment system. When you enter the due date, the system will automatically process the payment based on typical delivery times. This date is determined by the requested transaction being processed electronically or by check. Electronic transactions take a minimum of one (1) business days for processing. Paper checks can take a minimum of five (5) business days for processing and mail delivery. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union.

Processing Payments. It may take up to five (5) business days for merchants to receive your payment. Payments will be sent electronically, by mail or by some other means. You should schedule a payment with sufficient time in advance of the due date of your payment. Payments will be deducted from your account on the due date if processed electronically. If payments are processed by check, once the merchant/payee receives payment, the check will clear your account like a normal draft. It is your responsibility to schedule your payments in such a manner that your obligations will be paid on time. If you do not allow sufficient time, you assume full responsibility for any late payments, finance charges or service fees that may be imposed as a result of your failure to transmit a timely Bill Pay authorization.

Canceling or Changing Payments. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for Bill Pay that you have already scheduled for transmission through the Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. If your request is not entered timely, you will be responsible for the payment.

eDOCUMENTS - INCLUDES PERIODIC ACCOUNT eSTATEMENTS & eNOTICES

eDocuments. eDocuments include your periodic account statements (eStatements); eNotices (examples include but are not limited to: certificate maturing, negative balance fee, courtesy pay fee, late payment fee, change in terms etc.); and year-end tax statements. Your digital periodic statements will include the periodic account and transaction activity for your Deposit and Loan accounts; electronic funds transfer services and periodic notice of billing error rights. You agree to receive any information including but not limited to change in terms, or change to our products and services electronically. Responses to billing error inquiries will be sent to your postal mail address. It is important that you inform us each time your email address changes so we can communicate the availability of your eDocuments, any changes in terms, or change to our service. You can do this by completing the email address change in digital banking.

Monthly Availability. Your monthly eStatements for your Deposit and Loan accounts will generally be available by the end of business on the 1st day of the month in a secure area of online banking. You may access and view your eStatements at that time.

Access. Your eDocuments will be available for at least 24 months in digital banking and can be obtained by using any type of device that is linked to the Internet. You may access your eStatements and eDocuments in a printer friendly PDF format through digital banking. Your device must have Adobe Acrobat Reader software to access the statements which can be downloaded at no cost to you at www.adobe.com. You may want the ability to download and store the eDocuments electronically for your records. If you want to create a paper-copy of your statements for your records, you will also want a printer connected to your device you use to access your eDocuments. By your consent to receive eDocuments you are telling the credit union that you have printing capability or the capability to store electronically for your records.

Paper Documents. We will suspend mailing your periodic statements and other documents as described above, when you consent to receiving eDocuments online as part of the Digital Banking Services as described in this disclosure. In order to receive your eDocuments in paper form through the mail, you must withdraw your consent to receive online statements as described in this disclosure. A fee for ordering a copy of your statement may be applied as outlined in our Fee Schedule.

ALERTS - ELECTRONIC ACCOUNT NOTIFICATIONS

You can choose to set up and receive Alerts to an internet accessible device. These alerts will not replace any notification otherwise required by law, regulation or any agreement you may have with the Credit Union. The Alerts service represents an additional level of communication by the Credit Union to further improve member service. There is no additional charge for this service. You agree to hold the Credit Union completely harmless from any claim and liability whatsoever with respect to any and all Alerts, if we fail to provide one or more notices.

SECURITY OF LOGIN CREDENTIALS

Initial Access. Members must register to access digital banking. Sensitive information of the primary accountholder is required to be registered. Users are required to establish a username (not member account number). Username requirements: must not be the same as the account number or password. Password is case sensitive, cannot be the same as username or account number, must be a minimum of 8 characters, contain at least one number, one uppercase and one lowercase letter and at least one special character.

Security. A combination of both your Username and your selected Password are for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your password, you understand, that person may use the online banking service to review all your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your login credentials and you agree that the use of your login credentials will have the same effect as your signature authorizing transactions. The Credit Union suggests to further secure your online account access, you can change your password on a regular basis and make sure you completely "log out" from digital banking.

Authorization. If you authorize anyone to use your password, in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed. If you fail to maintain or change the security of these passwords and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

MEMBER LIABILITY

You are responsible for all transfers you authorize using the digital banking services under this Agreement. If you permit other persons to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your password and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For digital banking 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 password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows digital banking transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or contact us at: **888-508-2228** during normal Credit Union hours; Directions Credit Union 200 N. St. Clair Ste. 1600 Toledo, Ohio 43604

BUSINESS DAYS

Our business days are Monday through Friday. Holidays are not included.

FEES AND CHARGES

There may be certain charges for digital banking services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law.

- The digital banking service is free to members.
- Bill Pay Service Fee(s). Bill Pay Service is free. However, all account fees are applicable. These include Non-Sufficient Funds fee or Courtesy Pay fee (as set forth in the Fee Schedule) will be charged for a Bill paycheck payment that is presented and paid as a courtesy or returned due to insufficient or unavailable funds. A stop payment fee (as set forth in the Fee Schedule) will be charged for each stop payment request. An overnight fee will be charged for express payments (member will agree to payment amount prior to processing the request).

TRANSACTION DOCUMENTATION

Transfers, bill payments and withdrawals transacted through online banking will be recorded on your periodic statement. You will receive an electronic periodic statement.

ACCOUNT INFORMATION DISCLOSURE

We will maintain the confidentiality and privacy of your electronic funds transaction information in accordance with our privacy policy as stated on our website: directionscu.org/. However, we will disclose electronic funds transfer information to third parties about your account or the transfers you make in the following limited circumstances:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific electronic transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your express permission.

LIMITATION OF LIABILITY FOR ONLINE BANKING SERVICES

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 may be liable for your losses or damages. However, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browsers (such as Chrome, Firefox, Edge or Safari), or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online banking services and Bill Pay services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the online banking and Bill Pay services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security.

In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and Bill Pay transactions.

- If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond your control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- If, through no fault of ours, a Bill Pay or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.

TERMINATION OF ONLINE BANKING SERVICES

You agree that we may terminate this Agreement and your digital banking services, if you, or any authorized user of your digital banking services or access code, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or access code or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness.

You or any other party to your account can terminate this Agreement by sending an Email cancellation request in online banking or contacting any branch during regular business hours. Termination of service will be effective the first business day following receipt of your notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

NOTICES

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we will send it to you through the email address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

STATEMENT ERRORS

In case of errors or questions about your online banking transactions, contact us using the information set forth below, as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears.

CONTACT US

You may contact us at **888-508-2228** during normal Credit Union hours or by writing to Directions Credit Union 200 N. St Clair Ste. 1600 Toledo, Ohio 43604.

- Tell us your name and account number
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty(30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

OTHER GENERAL TERMS

Other Agreements. In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with the Credit Union, as described in your Membership and Account Agreement, prior receipt of which you acknowledge.

Severability. In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

ENFORCEMENT

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Ohio. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Ohio law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

ELECTRONIC COMMUNICATIONS DISCLOSURE AND CONSENT CONTINUED ON NEXT PAGE

ELECTRONIC COMMUNICATIONS DISCLOSURE AND CONSENT (E-SIGN DISCLOSURE)

You have requested Directions Credit Union online services where you can enroll in Directions Credit Union membership, CUOnline Banking, eStatements and Online Bill Pay, request services and open additional accounts, and apply for an online Loan Request (collectively, "Online Services"). By utilizing any of Directions Credit Union Online Services, you agree that Directions Credit Union may, but is not obligated to, send any and all of its communications to you electronically (collectively referred to as "Electronic Communications"). Electronic Communications may include information related to any of Directions Credit Union Online Services or other deposit and loan products, services or features or our decisions related to your application, terms and conditions that govern any deposit account or loan we make to you and all related disclosures. Electronic Communications may also include important information that you would otherwise receive from us through the mail (such as, but not restricted to, notices regarding privacy, changes in terms, and periodic statements, as are required under applicable law). This Electronic Communications Disclosure and Consent form informs you of your rights when receiving these Electronic Communications. If you do not wish to receive communications electronically from us, you may make your request or application by telephone, facsimile or in person at any Directions Credit Union's branch location.

CONSENT AND ACKNOWLEDGEMENT

By "accepting" and/or "consenting", you (including any joint account-holders and co-applicants) acknowledge receipt of this Electronic Communications Disclosure and Consent form, evidence your intent to be bound by the all terms contained herein regarding the Electronic Communications above, and consent to the delivery of Electronic Communications via the internet to an e-mail address you designate to receive such Electronic Communications. You also confirm that you meet the Hardware and Software Requirements listed below and are able to access and retain Electronic Communications from us. Your Consent to Electronic Communications applies to all Electronic Communications that we provide to you in connection with your Online Services activity or requests, loan applications and products and services which you have in the past, now or in the future, may have with Directions Credit Union. If you accept/consent to Electronic Communications, we will provide the Electronic Communication on our website or we will send you an e-mail that informs you when relevant information is available for your viewing on our website. That communication will include instructions on how to access the information from our website.

WITHDRAWING CONSENT

You can elect to withdraw your consent to Electronic Communications at any time by contacting our Call Center by dialing **888-508-2228** during our business hours. The legal validity and enforceability of prior Electronic Communications will not be affected if you withdraw your consent.

HARDWARE AND SOFTWARE REQUIREMENTS

Most information on and within our website is provided in either HTML and/or PDF format. To receive Electronic Communications, you must ensure that you are able to receive information electronically and retain it. You must have a computer system with an Internet Web browser capable of 128-bit encryption and Adobe Acrobat Reader in order to receive disclosures electronically. Further, you must have a printer capable of printing any disclosure or statement that are made available on our website and/or emailed to you, and/or have the ability to electronically save and visually display on computer screens such documents. By affirmatively consenting, you confirm that you have access to the necessary hardware and software.



COPIES

You may request a paper copy of any Electronic Communication. If you wish to obtain a paper copy of any of the Electronic Communications, you may make a request by contacting our Call Center **888-508-2228** during our business hours. There may be a charge to you for a paper copy.

UPDATING CONTACT INFORMATION

You can elect to withdraw your consent to Electronic Communications at any time by contacting our Call Center by dialing **888-508-2228** during our business hours. The legal validity and enforceability of prior Electronic Communications will not be affected if you withdraw your consent.

REMOTE DEPOSIT CAPTURE SERVICE TERMS & CONDITIONS CONTINUED ON NEXT PAGE

REMOTE DEPOSIT CAPTURE SERVICE TERMS & CONDITIONS

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean the (consumer or business) that applied for and/or uses any of the Remote Deposit Capture Services (the "Services") described in this Disclosure and Agreement. The words "you," "your," and "yours" mean (Directions Credit Union). My Application for use of the Remote Deposit Capture Services, your notification of approval of my application, and my Directions Credit Union Account Agreement and Disclosures are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Application, your approval, or the Account Agreement, this Disclosure and Agreement will control.

USE OF THE SERVICES

Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my account with you (the "Account") by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via on-screen messaging and/or email notification. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

GUARANTEE SPECIFIC TO DEPOSITS RECEIVED FOR CREDIT TO A BUSINESS ACCOUNT

My use of the Services for the purpose of depositing to a Business Account constitutes my understanding and agreement that I may be personally liable for any expenses Directions Credit Union incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with Directions Credit Union enforcing this Guarantee. This Guarantee shall benefit the Directions Credit Union and its successors and assigns.

COMPLIANCE WITH LAW

I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

CHECK REQUIREMENTS

Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check. My endorsement will include "For Directions E- Deposit Only" in addition to my signature. The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

REJECTION OF DEPOSIT

You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to my Account due to an item being returned.

ITEMS RETURNED UNPAID

A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

Email Address. I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items.

UNAVAILABILITY OF SERVICES

I understand and agree that the Services may at times be temporarily unavailable due to the Directions Credit Union's system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or through your ATMs or by mailing the original check to you at 200 N. St. Clair Ste. 1600, Toledo, OH 43604. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following rejection.

BUSINESS DAYS AND HOURS

9:00 AM - 5:00 PM EST - Monday - Friday

FUNDS AVAILABILITY

I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Toledo, Ohio. With regard to the availability of deposits made using the Services, such funds will be available according to our policy available here:

<https://directionscu.org/personal/manage/resources-currently-forms-info/>

ACCOUNTHOLDER'S WARRANTIES

I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

1. Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
3. I will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
4. Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
5. I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
6. I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.
8. I have not knowingly failed to communicate any material information to you.
9. I have possession of each original check deposited using the Services and no party will submit the original check for payment.
10. Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

STORAGE OF ORIGINAL CHECKS

I must securely store each original check. If I am using the Service to deposit items into an account in the name of a Business to which I am a party I understand this means the original check(s) must be accessible only [under dual control] by my authorized personnel, that I deposit using the Services for a period of 60 days after transmission to you. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

SECURING IMAGES ON MOBILE DEVICES

When using Remote Deposit, I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the application.

ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION

I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

IN CASE OF ERRORS

In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach as set forth below.

Telephone you at: **1-888-508-2228**

or e-mail us at info@directionscu.org.

LIMITATION OF LIABILITY

I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.

CHARGES FOR USE OF THE SERVICES

All charges associated with the Services are disclosed in your (Fee Schedule).

WARRANTIES

I UNDERSTAND THAT THE DIRECTIONS CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DIRECTIONS CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE DIRECTIONS CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

CHANGE IN TERMS

You may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.

TERMINATION OF THE SERVICES

I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time upon written notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account. Directions may terminate your service at any time in their discretion due to account abuse, misuse or fraud.

RELATIONSHIP TO OTHER DISCLOSURES

The information in this Disclosure applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

GOVERNING LAW

I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the Ohio, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of Ohio.

PERIODIC STATEMENT

Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services by no later than 60 days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNT

I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by Directions.

UNACCEPTABLE DEPOSITS

I understand and agree that I am not permitted to deposit the following items using the Services:

1. Any item drawn on my account or my affiliate's account.
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alteration to the information on the check.
4. Any item issued by a financial institution in a foreign country.
5. Any item that is incomplete.
6. Any item that is "stale dated" or "post dated."
7. Savings Bonds

CHANGES IN FINANCIAL CIRCUMSTANCES

I understand and agree that I must inform you immediately in the event a material change in my financial circumstances as or in any of the information provided in my Application including any supporting financial information. If I am using the Service to deposit items into an account in the name of a Business to which I am a party, this includes, but is not limited to, notification of the following: (a) changes in transaction volumes at my business; (b) any change in a representation or statement made or furnished to you by me or on my behalf in my Application; (c) a material change occurs in my ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) I liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) I sell any assets except in the ordinary course of my business as now conducted, or sell, lease, assign or transfer any substantial part of my business or fixed assets or any property or other assets necessary for the continuance of my business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) I cease doing business, become insolvent, a receiver is appointed for all or any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of my indebtedness to you, whether related or unrelated to the Account or the Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading; (h) I or any guarantor dies; if I am a sole proprietorship, the owner dies; if I am a partnership, any general or managing partner dies; if I am a corporation, any principal officer or 10.00% or greater shareholder dies; if I am a limited liability company, any managing member dies; if I am any other form of business entity (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (i) any creditor

tries to take any of my property on or in which you have a lien or security interest, including a garnishment of any of my accounts with you; (j) a judgment or judgments is entered against me or any guarantor(s) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (k) an involuntary lien or liens is attached to any of my assets or property and not satisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in my financial condition or applicable credit histories; and (m) I am in default under any agreement for borrowed money or any other material contract. I agree to provide you any financial records you reasonably request to determine my financial status during the term of this Disclosure and Agreement.

CONFIDENTIALITY

I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

WAIVER

The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

RELATIONSHIP

This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.