

Capitol View Digital Banking Agreement and Federal Disclosure

This Agreement governs the use of Capitol View Credit Union's Digital Banking Service, jointly referred to as the "Service," provided by Capitol View Credit Union, also referred to as Capitol View Credit Union". By using the Service to conduct transactions, you agree to the terms of this Agreement.

Definitions

As used in this Agreement, "account" and "accounts" mean the Capitol View Credit Union account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with the Financial Institution. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," "us," and "Financial Institution" refer to the individual Financial Institution Capitol View Credit Union that holds your accounts. "Good Standing" refers to an account at Capitol View Credit Union that is not delinquent, charged off, or restricted due to abuse, fraud, or credit union loss.

Deposit and Credit Agreements

The terms and conditions in this Agreement shall have priority and take precedence over any existing terms and conditions in existing account and loan agreements you have with us in the event of a conflict.

Required Equipment

In order to use the Digital Banking Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser, an Android or Apple smartphone, and an account in Good Standing at Capitol View Credit Union. Upon registering for Digital Banking, you will be prompted to create a username and unique password (also referred to as "PIN"). The PIN is the confidential credential you use to access your account(s) through Digital Banking.

You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. Capitol View Credit Union is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. Capitol View Credit Union is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

The Service

To use Digital Banking, you must have at least one Capitol View Credit Union personal account in Good Standing. Through Digital Banking, you will have access to any of your Capitol View Credit Union share accounts or loan accounts. Capitol View Credit Union reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

Description of Digital Banking

The Service allows you to perform some or all of the following functions from your Computer or Smartphone:

Online Account Access Functions and Limitations of Transfers

- a. **Digital Banking.** If Digital Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:
- Withdraw funds from your savings, checking, money market, and club accounts.
 - Transfer funds from your savings, checking, money market, and club accounts.
 - Obtain balance information for your savings, checking, loan, money market, club, and certificate accounts.
 - Make loan payments from your savings, checking, money market, and club accounts.
 - Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
 - Verify the last date and amount of your payroll deposit.
 - Use Bill Pay to make bill payments to preauthorized creditors, transfer between accounts at other institutions, and person to person payments.
 - Use “Capview 360” to track spending, create budgets, and link external account history.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which 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. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum withdrawal or transfer amount is \$5,000.00 per day, and no transfer or withdrawal may exceed the available funds in your account.
- The maximum amount of checks to yourself or a third party per account is \$1,000.00 per day.
- See Section 2 for transfer limitations that may apply to these transactions.

- b. **Remote/Mobile Check Deposit.** Remote/Mobile Check Deposits are accepted using our desktop or mobile Digital Banking system. You may make a Remote/Mobile Check Deposit by using your smartphone’s camera or uploading scanned images of the front and back of the check deposit on a desktop computer.

Conditions for Use: When using the Mobile Deposit Service, **you MUST endorse all checks with “For Mobile Deposit Only” along with your signature.** You agree to maintain all paper items contained in a Deposit for thirty (30) calendar days after submission. After the 30-calendar day retention period for each paper

item, you will destroy the paper item in a manner, such as shredding, that makes it unable to be compromised.

If your Deposit repeatedly fails the quality check, or is rejected for any reason, you will be required to bring the check(s) into the branch or mail the check(s) to the branch for processing.

Funds Availability: Our general policy is to allow you to withdraw funds deposited in your account on the second business day after the day we receive your deposit. In some cases, we may delay your ability to withdraw funds beyond the second business day. A notice of delayed availability will be mailed to you.

You will **NOT** deposit the following items to your Qualifying Account using Mobile Deposit Capture:

- Checks made payable to any person or entity other than you (i.e., third party checks);
- Checks made payable to CASH;
- Checks which have previously been deposited and returned;
- Checks drawn on institutions located outside the United States;
- Checks payable in a denomination other than US dollars;
- Substitute Checks (as defined in the Check 21 Act);
- Checks that are not in original form with an original signature, such as substitute checks or remotely created checks.
- US Postal Money orders, MoneyGrams or travelers' checks;
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
- Checks dated more than 180 days prior to deposit (stale check) or with any legend included on the front of the check;
- Checks with a date after the date of deposit or no date;
- Checks in an amount in excess of the deposit limitations set forth herein (see "Deposit Limits" below); and
- Checks when you not are physically located in the United States;
- Checks drawn on the same account in which you are depositing;
- Any item that is stamped with a "non-negotiable" watermark.

- c. **Bill Pay.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by

the vendor.

The following limitations on Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$5,000.00, if there are sufficient funds in your account.
- The maximum amount per bill payment is \$5,000.00, if there are sufficient funds in your account.
- Overnight paper draft payments are subject to a \$30.00 overnight fee.

The following limitations on Account-To-Account (“A2A”) transactions may apply:

- There is no limit on the number of A2A payments per day.
- The maximum amount of A2A payments each day is \$3,000.00, if there are sufficient funds in your account.
- The maximum amount per A2A payment is \$3,000.00, if there are sufficient funds in your account.

The following limitations on Person-To-Person (“P2P”) transactions may apply:

- There is no limit on the number of P2P payments per day.
- The maximum amount of P2P payments each day is \$500.00, if there are sufficient funds in your account.
- The maximum amount per P2P payment is \$500.00, if there are sufficient funds in your account.

- d. **Capview 360.** “Capview 360” is an account aggregation service for personal financial management. The account aggregation service you are using (the “Service”) is provided by Jack Henry & Associates, Inc. and its licensors (collectively the “Provider”). By enrolling in our Service, you hereby agree as follows:

General. The Provider is not the provider of any of the financial services available to you through the Service nor is the Provider a financial planner, investment advisor, or tax advisor. You should seek the advice of your appropriate professionals regarding any financial decisions or transactions arising from your use of this Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.

Provider Privacy Policy. Provider may access your personal information while you use the Service. In order to facilitate access to your other accounts, Provider may also collect numbers, usernames, passwords and other log-in related information such as a security token (“Registration Information”). In some cases, Provider may also collect your phone number, email address, security questions and answers, and one-time password (OTP) to help verify your identity before connecting your accounts. When providing this information, you grant Provider and its licensors the authority to act on your behalf to access and transmit your information from the relevant entity that provides your account. Provider may also receive information from your accounts depending on how your financial institution has configured the Service. In addition to this Provider Privacy Policy,

your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as "Registration Information" and the "Account Information" described below. A copy of that privacy policy is available from your financial institution.

Source of Information. The Service, at your direction, will retrieve your information maintained online by other financial institutions and entities with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) Registration Information so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Link Account" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including usernames and passwords that you provide to log you into the site. You hereby authorize and permit Provider and to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may also use your information for the following purposes:

- to operate, provide, and maintain the Services;
- to improve, enhance, modify, add to, and further develop the Services;
- to protect you, the financial institution, Provider, and others from fraud, malicious activity, and other privacy and security-related concerns;
- to develop new services;
- to provide customer support to your financial institution, including to help respond to your inquiries related to the Service;
- to investigate any misuse of the Service, including criminal activity, or other unauthorized access to our services; and
- for other notified purposes with your consent.

No Warranty. THE SERVICE IS PROVIDED “AS IS.” TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PROVIDER, YOUR FINANCIAL INSTITUTION NOR ANY OF THEIR RESPECTIVE AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS MAKE ANY WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY WARRANTY THAT THE SERVICE IS FREE FROM DEFECTS. PROVIDER DOES NOT MAKE ANY WARRANTY AS TO THE OUTPUT THAT MAY BE OBTAINED FROM USE OF THE SERVICES.

Personal Identification Number and Security

Your Digital Banking personal identification number (PIN) is required to access Capitol View Credit Union Digital Banking functions. You agree not to give or make available your PIN to any unauthorized individual. If you believe your PIN has been lost or stolen, someone has attempted to use the Digital Banking Service without your consent, your deposit account(s) or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify Capitol View Credit Union immediately (see Contact Information below). Capitol View Credit Union does not maintain a record of your PIN. If you lose or forget your PIN, contact Capitol View Credit Union immediately so that you may select a new confidential PIN.

Your Liability for Unauthorized Transfer

Tell us AT ONCE if you believe your account information and/or PIN have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit). If you believe your account information and/or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can

lose no more than \$50.00 if someone used your account information and/or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or PIN, and we can prove we could have stopped someone from using your account/and or PIN without your permission if you had told us, you could lose as much as \$500.00. 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 the statement was mailed 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.

Errors and Questions

Telephone us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. Your name and account number,
2. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information,
3. The dollar amount of the suspected error, and
4. The date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will generally tell you the results of our investigation within 10 business days of the receipt of your complaint or question (20 business days if the transaction involved an account opened within the past 30 days). If we need more time, however, we may take up to 45 days. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Data Recording

When you access Digital Banking to conduct transactions, the information you enter may be recorded. By using Digital Banking, you consent to such recording.

No Signature Required

When using Digital Banking to conduct transactions, you agree that the Financial Institution may debit your account to complete the transactions, or honor debits you have not signed.

Disclosure of Account Information to Third Parties We will disclose information to third parties about your account or transfers you made:

1. When it is necessary to complete the transfers;
2. In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency or court orders; or
4. If you give us written permission.

Charges

You will not be charged for the "view accounts", or "transfer funds" features of Capitol View Credit Union's Digital Banking. **NOTE:** Your accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Deposit Agreement and Loan Agreement.

Alterations and Amendments

The terms of this Agreement, applicable fees, and service charges may be altered or amended by Capitol View Credit Union from time to time. In such event, Capitol View Credit Union shall send notice to you either at your address as it appears on Capitol View Credit Union's records or by online notice through Digital Banking. Any continuation of Digital Banking after Capitol View Credit Union sends you a notice of change will constitute your agreement to such change(s). Further, Capitol View Credit Union may, from time to time, revise or update the Capitol View Credit Union program, services, and/or related material(s) rendering such prior versions obsolete.

Consequently, Capitol View Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Capitol View Credit Union programs, services, and/or related material(s) and limit access to Capitol View Credit Union's more recent versions and updates.

Address Changes

Address changes may be accepted through Digital Banking, however such changes may be verified by Capitol View Credit Union for accuracy.

Termination or Discontinuation

The use of Digital Banking does not require enrollment on your behalf; therefore, termination of Digital Banking by you is done by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

Payee Limitation

Capitol View Credit Union reserves the right to impose a frequency or dollar limit on or refuse to make any payment you have directed. Capitol View Credit Union is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

Disputes

In the event of a dispute regarding Digital Banking, you and Capitol View Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Capitol View Credit Union, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Capitol View Credit Union relating to the subject matter of this Agreement. If there is a conflict between what one of Capitol View Credit Union's employees says and the terms of this Agreement, the terms of this Agreement have final control.

Assignment

You may not assign this Agreement to any other party. Capitol View Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. Capitol View Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver

Capitol View Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Capitol View Credit Union. No delay or omission on the part of Capitol View Credit Union in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Governing Law

This Agreement shall be governed by the laws of the jurisdiction in which the Financial Institution is located and by applicable Federal laws and regulations.

Federal Disclosure

You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.

Contact Information:

Contact us on our website at <http://www.capview.com>, or by emailing cvcu@capview.com, or in writing by sending correspondence to Capitol View Credit Union, 623 E. 12th Street, Des Moines, IA 50309. You may call us at 515-348-8350 during normal business hours. We are closed on State of Iowa holidays.