



Intended Use

This document is intended solely for usage with accounts that have a commercial purpose (including non-profit corporations and foundations). If your account is for consumer purposes, please contact Orion Member Services at 901-385-5200.

E-Statements- Receiving Account Information Electronically

We need your consent to utilize websites, secure messaging, downloads, and mobile devices to provide you certain disclosures electronically. Such electronic disclosures are referred to as "E-Statements". Clicking the "I Accept" button below gives us your consent to provide E-Statements.

If you currently receive your monthly or quarterly statements and other disclosures through the mail, you will continue to do so until you enroll to receive E-Statements only. To do this, go to the E-Statements Document Center menu when you have finished here and follow the instructions.

Important information regarding E-Statements:

You must contact us with changes to your email address, authorized mobile number, and other contact information. Sometimes we will have to call you or send you mail, so please continue to keep all forms of contact info up to date.

Your consent applies to disclosures related to:

Your share accounts,

Your loans, and

Other business you conduct with us.

Here are some examples of the types of disclosures we will provide as "E-Statements":

- The disclosure and Commercial Digital Banking Agreement you are reading right now,
- Disclosures for special features of Commercial Digital Banking,
- Statements,
- Account documents,
- Loan documents,
- Tax documents,
- Changes in terms,
- Periodic notices,
- Random notices,
- Certificate maturity notices,
- Notices related to disputes under the Electronic Fund Transfer Act or Truth in Lending Act,
- Any other disclosures we are required to provide, AND
- Any other disclosures we provide.

E-Statements will generally be provided through Commercial Digital Banking, where they may be viewed, downloaded, saved, or printed. E-Statements are effective once they are available to you, even if you have not retrieved them, and even if you withdraw consent after they were provided.

A reminder of an E-Statement's availability will generally be provided by email or SMS text, but the effectiveness of the E-Statement is not conditioned on your receipt or our sending of such reminder. Occasionally, an E-Statement may be provided by posting a non-personal disclosure to our website at <https://www.OrionFCU.com>, possibly in conjunction with a hyperlink or web address sent to you by email or SMS text.

You may request a paper copy of any E-Statement by contacting us. A fee will apply.

You may contact us to withdraw your consent, but fees may apply.

For purposes of this section, an "Up-to-Date" product is one that, as of the date of use:

- Is currently supported by its manufacturer,
- Is the most recent release of the product, AND
- Is EITHER one of the two most widely used products used for the product's primary intended purpose in the United States OR is a product with similar functionality, encryption, and other security features meeting or exceeding those of such two products.

These are the hardware and software requirements for accessing and retaining your E-Statements:

- An Up-to-Date computer or mobile device with the following features:
 - An Up-to-Date operating system,
 - A connection to the Internet, AND
 - EITHER an Up-to-Date web browser with Up-to-Date versions of all plug-ins recommended by the browser to properly view each element of the site OR an Up-to-Date Orion mobile app,
- An email account, AND
- A printer, hard drive, or other storage device for downloading and retaining documents.

We will let you know if these materially change.

Click here to verify that you can view, print, and save PDF files. If you need a PDF reader, Adobe Reader can be downloaded for free at <http://www.adobe.com>.

You should keep copies of all E-Statements provided to you.

To contact us:

Send a secure electronic message,

- Call 901-385-5200, or
- Visit a branch.

Please allow a reasonable time for processing.

END OF E-SIGN ACT NOTICE

Scope and Acceptance

This agreement, including the above section titled "E-Statements - Receiving Account Information Electronically," governs your usage of our Commercial Digital Banking service and all of the features contained therein.

There may be other agreements for specific services or functions that are provided elsewhere, which apply in addition to this agreement.

To accept the terms of this agreement, click the "I Accept" button below after reviewing the entire document and linked documents.

Your acceptance of this agreement binds both the natural person who clicks "I Accept" and the Owner (defined below) of the account.

Definitions

As used in this document, the following terms have the following meanings.

"Agreement" - this Commercial Digital Banking Agreement.

"Business Bill Pay" - a Service that allows you to pay bills and send other payments without you having to write and mail a check.

"Business Day" - weekdays that are neither Federal Reserve holidays nor days we are closed.

"eBill" - an electronic bill from a third party that you receive through our Commercial Digital Banking.

"eBiller" - the third party that delivers an eBill to you through our Commercial Digital Banking.

"E-Statements" - electronic disclosures, as fully described in the section above titled "E-Statements - Receiving Account Information Electronically".

"Commercial Digital Banking" - any form of banking conducted by your direct utilization of the internet, including all Commercial Services, whether through a web browser, a mobile app, or other means. Commercial Digital Banking is only available for accessing Orion accounts (including loan information) that are for commercial purposes.

"Commercial Services" - the specific functions available through Commercial Digital Banking.

"Login Credentials" has the meaning ascribed in the "Password and Other Access Device Responsibilities" section.

"Owner" means the business entity, sole proprietor, or partnership that owns the Orion account being accessed through Commercial Digital Banking (including both the shares and loans held under such account).

"Payee" - the recipient of a payment.

"Payment Date" has the meaning ascribed in the Business Bill Pay section below. "Process Date" has the meaning ascribed in the Business Bill Pay section below.

"Service Provider" - an independent contractor or other third party that provides a Commercial Service on our behalf.

"Sub User" means an individual who is provided authority and Login Credentials to access Commercial Digital Banking on behalf of the Owner.

"User" means an individual who has Login Credentials to access Commercial Digital Banking on behalf of the owner of an account without any limitations. A User can only be an individual who is duly authorized to fully control the account (that is, the ability to open or close the account, write checks, withdraw all funds, and otherwise transact on the account without limit).

"We" and other first-person plural pronouns refer to Orion Federal Credit Union and, where applicable, Service Providers.

"You" and other second-person pronouns refer to the owner of the account (be it a business entity, sole proprietorship, partnership, or otherwise), the Users who accept this Agreement, Sub Users authorized by a User, and any other persons using Commercial Digital Banking after a User or Sub User has shared an access device (see section titled "Password and Other Access Device Responsibilities" for more information).

Basic Commercial Services

Basic Commercial Services of Commercial Digital Banking include:

- Viewing balances and transaction history,
- Viewing E-Statements and other notices,
- Managing debit and credit cards,
- Paying bills through Business Bill Pay and making other transactions, and
- Performing general account maintenance.

Features may be added, changed, or removed from time to time without notice.

We currently offer mobile apps for iOS and Android devices.

Some features of Commercial Digital Banking may not be available to all accounts. The features available on your account and limitations to these features will be determined in Orion's sole discretion based on account activity, business purpose, intended use, and creditworthiness.

Liability of Owner

The Owner is liable for all actions within Commercial Digital Banking taken by a User, Sub User, or any person or program to whom a User or Sub User has supplied Login Credentials.

Sub Users

A Commercial Banking user may be assigned administrative privileges upon request and at the discretion of Orion. Once administrative privileges are assigned, these Users can create Sub Users to manage a Commercial Digital Banking relationship. A Sub User is an individual who has access to certain features of Orion's Commercial Digital Banking with an individual login ID and password. The administrative User is responsible for assigning those privileges, creating a login ID and password, and communicating this information to the Sub User. The administrative User is responsible for all actions taken within the Commercial Digital Banking system by the Sub User. The administrative User must manage the credentials for all Sub Users, including the removal of Sub Users from the Commercial Digital Banking system when necessary.

Categories of privileges are contained within the User Policy. The User Policy is a section of Commercial Digital Banking that specifies transaction types, features, and accounts that a Sub User will have access to use, as well as the limits for transactions and approvals of transactions.

Electronic Signatures

You agree that when you login to the Commercial Services and submit any instruction, you intend to sign such instruction electronically and to be legally bound by such.

Digital Security and Device Functioning

You are solely responsible for the security of the devices and internet services you utilize for accessing Commercial Digital Banking. We are not responsible for errors, failures, malfunctions, virus infections,

or similar problems of any device or software used for accessing Commercial Digital Banking, with the exception of problems caused by us with the most recent release of our mobile apps. We will never contact you asking you to provide your password, the six-digit secure access code used during first login, your Passcode, or permission for us to gain remote access to your device.

You agree to keep the following up-to-date prior to using Commercial Digital Banking in any instance, as applicable:

- Your operating system for your device (for example, Windows, iOS, or Android),
- Your web browser (for example, Chrome or Firefox), and
- Your mobile apps.

You may NOT access Commercial Digital Banking through a mobile device that has been "jail broken" or otherwise modified to disable or change security features.

Adequate Hardware and Software

You agree that you have access to adequate hardware and software as described in the section titled "E-Statements - Receiving Account Information Electronically".

You agree to discontinue using Commercial Digital Banking and to notify us if you cease to have adequate hardware and software.

Password and Other Access Device Responsibilities

Commercial Digital Banking utilizes multi-factor authentication when logging in, by ANY of the following methods:

"Standard Login", by passing tests for a username, password, and a third safeguard OR

"Biometric Login", by logging in with biometric authentication on certain devices.

"Login Credentials" means any combination of factors that would allow a person or program to login by any of the above methods, either by direct possession of the factors or by being able to recover the factors.

For security and your convenience, your username, password, and Passcode may be recovered through automated processes. To protect your account, you must protect all of the channels for passing the multi-factor authentication tests, outlined below.

STANDARD LOGIN

Username:

A person may be able to pass the username test by EITHER:

- Having direct knowledge of your username OR
- Recovering your username by verifying personal information AND having access to your email account or mobile device on file.

Password:

A person may be able to provide your password by EITHER:

- Having direct knowledge of your password OR

- Recovering your password by verifying personal information AND having access to your email account or mobile device on file.

Third Safeguard:

A person may be able to pass the third safeguard by doing ANY of the following:

- Logging in from a recognized device,
- Providing a one-time security code sent to their email address,
- Providing a one-time security code provided by voice call to a number on file, OR
- By requesting a one-time security code to your mobile device.

If you request a one-time security code to your mobile device, you acknowledge that Message & Data rates may apply and you confirm that you own the account corresponding to the mobile phone number you have entered, or that you have the account holder's permission to use this service.

To illustrate, a person who knows certain details about your personal information may pass all the tests if you do not prevent them from having access to your email address or mobile device.

BIOMETRIC LOGIN

Biometric login is controlled by the biometric authentication service utilized on certain devices. We do not receive or store any biometric data from this process.

If your registered device also contains biometric credentials for another person, you may NOT setup that device for biometric login.

A person may be able to log in biometrically by BOTH:

- Having possession of a device previously setup to utilize biometric login AND
- Being able to pass the device's biometric credential tests.

You agree that each combination of methods for passing the Standard and Biometric Login processes outlined above is considered an "access device" for accessing your account.

If you shared any combination of factors with someone prior to accepting this Agreement, you agree that this constitutes furnishing the access device.

This includes, but is not limited to:

- Wire Transfers
- ACH Transfers through Funds Transfer
- Loan payments
- Bill Pay through Business Bill Pay

If you leave any access device or portion thereof unsecured in any premises, you agree that any person authorized to be in such premises has been furnished the access device.

Business Bill Pay

Your account may qualify to use Business Bill Pay services. *Consumer* Bill Pay is designed for personal finance. You can use it to pay bills, send money and more. *Business* Bill Pay gives you a full suite of financial management solutions designed just for small businesses. Business Bill Pay offers solutions for payroll, paying invoices, and tax payments. Business Bill Pay allows the administrator user to set up dual payment approvals, run payment and payee reports, and create multiple users on one account with permission management. This is different than creating sub users in the Commercial Services section of your digital banking system.

The Business Bill Pay service may be utilized to make a payment to businesses or individuals. The "Payment Date" is the date you select when setting up a payment and is the date the Payee is expected to receive the payment. Your account will be debited for the payment on the "Process Date" (shown at payment setup) that corresponds to the selected Payment Date, at approximately 3:00 PM Central. If your account has insufficient funds available on the process date, Orion may cancel the payment.

You may enter, edit, or cancel a payment until that time.

The number of required days between the Process Date and the Payment Date may vary, depending on the recipient, amount, and other factors.

Payments may be made by mailed check, ACH, or other means at the Service Provider's discretion.

There may be delays in processing that are beyond our control, such as mail delays, electronic payment services interruption, and the recipient's office hours.

You must allow for sufficient time between the Payment Date you schedule and the date upon which the recipient will charge a late fee or take other action against you.

Payment Dates and Process Dates may only be on Business Days.

For recurring payments, when the recurring Payment Date or its corresponding Process Date does not fall on a Business Day, such date will be moved to the preceding Business Day.

In order to ensure your desired Payment Date is available, you must set up payments at least six Business Days before your desired Payment Date.

For new Payees, you must set the first payment's Payment Date to be 10 Business Days prior to the date the Payee will charge a late fee or take other action against you.

For Payees that you have made successful payments to, we recommend that you schedule each Payment Date to be at least 5 Business Days prior to the date the Payee will charge a late fee or take other action against you.

If the Payee has a payment cutoff time prior 11:59 PM Central Time of the date the payment is due, you must schedule such payments to be the prior Business Day.

The Payment Date is an estimate and we do not guarantee payment by that date.

You may expedite payments by selecting "rush delivery" when setting up a payment. The cutoff time for setting up rush delivery is 3:00 PM Central.

The fees for rush delivery depend on the speed and form (check or electronic) and will be stated on the rush delivery setup screen. In most cases, you may NOT cancel payments set for rush delivery.

Payments will be deducted from the account you select when setting up the payment.

If your selected account does not have sufficient funds, we may either cancel the payment or debit funds from any other account you or any joint owner on your account owns, at our discretion.

You may set payments to pay one time or on a recurring basis.

If you set up a recurring payment, your obligations for each payment are the same as if you gave us individual payment instructions for multiple one-time payments.

We are NOT liable for any damages you incur due to non-payment or late payment (including any finance charge or late fees incurred as a result) if:

- You provide incomplete or incorrect payee information,
- You have insufficient funds to cover the payment on the Process Date,

- We cancel the payment to prevent your account from being overdrawn due to other activity,
- There are delays in mail delivery or services involved in electronic delivery,
- There are changes to the merchant address or account number,
- The recipient fails to account for the payment in a timely manner,
- You did NOT receive a confirmation number for the transaction due to failing to complete all transaction steps,
- Your access to Commercial Digital Banking or Business Bill Pay has been eliminated or restricted, or
- Any other circumstance occurs beyond the control of the Credit Union.

You are solely responsible for determining if sufficient funds are available in your account to make each payment.

There may be times that you select an electronic payee address that matches your payment coupon exactly but our Business Bill Pay Service Provider routes the payment to a different payment center.

In most cases, this is done because the Service Provider knows the most efficient way to send the payment or has a separate agreement with the recipient. However, if this results in non-payment or a late payment fee please contact us during regular business hours to have the payment researched. Payments may only be made in US dollars to recipients with a US address (or a US bank account, where applicable).

You may request a "stop payment" for any payment sent by check, for a fee disclosed at the time of the request or in the fee schedule that applies to your account.

You may NOT request a "stop payment" on any payment sent by ACH.

You may request copies of cancelled checks or other proof of payment, for a fee disclosed at the time of the request or in the fee schedule that applies to your account.

We may refuse to make any payment, in which case we will notify you.

If your access to Business Bill Pay is restricted or eliminated for any reason, scheduled payments will not be paid unless they have been processed before the time of elimination or restriction.

We may limit the amount of a single payment.

We will notify you during the payment setup process if your payment exceeds any limit.

The Service Provider for Business Bill Pay (including eBills) is iPay Solutions, a service of Jack Henry & Associates, Inc.

eBills

An additional feature of Business Bill Bill is eBills.

Certain Payees will have the option for you to request eBills.

Upon approval of a request, your statements for such Payee will be delivered to you via our Commercial Digital Banking, instead of your prior delivery method. For a Payee with activated eBills, you will have various options with respect to automatically paying the statement. You agree that it is your responsibility to review each of your eBills and confirm the correct payment amount and Payment Date for any eBill that is set to be paid automatically.

If you do not receive any statement, you must contact the eBiller directly.

In general, we are unable to update or change your personal information with your eBillers. You must directly contact your eBillers with such changes, such as to your address or phone number.

You must NOT use someone else's information to gain unauthorized access to another person's statements.

You authorize us to obtain and share your non-public personal information with a potential or activated eBiller for purposes of:

- Identifying you to them,
- Providing them with contact information, or
- Any other purposes necessary for the provision of this service.

Some eBillers may require that you provide us with your login credentials for that eBiller (NOT your Orion Login Credentials).

Activation may take 60 days or longer, and will vary from eBiller to eBiller.

It is your sole responsibility to obtain statements during the activation period.

Each participating eBiller reserves the right to accept or deny your request to receive eBills from them and the right to cancel their eBill provision at any time.

Upon your activation request for an eBill, you authorize us to obtain your statement data from the relevant eBiller.

Upon our receipt of an eBill, we will attempt to notify you through the contact methods you have provided.

Because contact methods may be interrupted or otherwise unavailable, you must login to Commercial Digital Banking periodically to determine if you have any outstanding eBills.

The time between our receipt and presentation of an eBill and its due date will vary from eBiller to eBiller. You are solely responsible for the timely payment of all of your bills.

You may cancel any eBill at any time.

Cancellation may take 60 days or longer, and will vary from eBiller to eBiller.

It is your sole responsibility to obtain statements by an alternate method once you request cancellation of an eBill, including statements sent but not received prior to your cancellation.

You must hold us harmless if an eBiller fails to deliver your statement.

Copies of previously delivered bills must be requested directly from the eBiller. We are NOT responsible for the accuracy of your eBills. We are only responsible for presenting the information actually received from the eBiller. You must directly dispute with the eBiller any discrepancies or disputes regarding the accuracy of your eBill. This Agreement does not alter your liability or obligations that exist between you and your eBillers.

Mobile Check Deposit

Mobile Check Deposit may be utilized to deposit paper checks through a mobile app, using the device's camera to take images of both sides of the check.

You must use your device's camera to submit images of both sides of the check. You must also input certain information from the check.

Through software, the Service will attempt to find errors in your submission.

However, you are solely responsible for the usability of the images and the accuracy of the data that you submit.

The electronic images of the item submitted, as defined by federal law, constitute a legal representation of the check for all purposes, including return check processing.

You may only attempt to deposit "checks" as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.

You may NOT submit to Mobile Check Deposit any ineligible items, including but not limited to the following:

- Checks payable to third parties who are not Owners of the account receiving the deposit,
- Checks payable to multiple parties without prior approval from Orion Federal Credit Union,
- Checks payable to "cash" or other indicators that are not a person,
- Checks previously deposited at Orion or another financial institution,
- Coupons or other items with special conditions for the item to be valid, and
- Copies of checks, regardless of whether the original is an eligible item.

You may NOT deposit items marked "LEGAL COPY" through Mobile Check Deposit.

You may NOT submit to Mobile Check Deposit any check that has been deposited previously or that you otherwise have no legal right to deposit.

You must endorse all checks "FOR MOBILE DEPOSIT AT ORION" and print your account number. We may reject or accept any check that is not endorsed as specified at our sole discretion.

Funds deposited through the Service may not be available for immediate withdrawal.

The Service utilizes sophisticated software to help determine whether check images you generate with the Service are of sufficient quality to be legally valid. However, checks may later be rejected by the Federal Reserve or otherwise due to the image quality. Given this delay, you agree that, for purposes of funds availability, a check presented through the Service is considered "deposited" as of 9:00 AM CT on the Business Day following the first Cut-Off Time for Mobile Deposits that follows your presentation of the check.

The "Cut-Off Time for Mobile Deposits" is 2:00 PM Central on each Business Day.

Funds will generally be available at 9:00 AM Central of the second Business Day after the day the check is considered "deposited" according to the above.

Example:

In a week with no holidays, if you deposit a check at 2:01 PM Central Monday, the next Cut-Off Time for Mobile Deposits is 2:00 PM Central Tuesday.

The check is considered deposited as of 9:00 AM Central Wednesday. The funds in general would thus be made available at 9:00 AM CT Friday.

For more information regarding check holds and availability, please see the section titled "Your Ability to Withdraw Funds" in our Account Disclosures linked below.

Regardless of the speed of Mobile Check Deposit, the Service still follows traditional check processing, which is inherently slow.

Under the Uniform Commercial Code (as enacted in the applicable jurisdiction), your legal right to the credited funds is only apparent after several days and is only absolutely certain after a period of YEARS. Your legal right to the funds is NOT guaranteed by:

- Your receipt of a confirmation message (which solely confirms your portion of the process under normal circumstances is complete) or
- Us crediting your available balance with the funds.

We may reject any check submitted through Mobile Check Deposit, at our sole discretion.

Our parameters for making such determination are not disclosed in order to prevent fraud or other circumvention. Such parameters comply with all federal and state laws and regulations.

We are NOT liable for any damages you incur due to failure to credit your account if:

- You did not receive confirmation that the deposit was successfully submitted or
- Regardless of receiving such confirmation, we notify you that the deposit has been rejected, which may occur around the time the check is considered "deposited" in accordance with the above, or later.

You can review the status of a mobile deposited check by visiting the Activity Center area under Transfers in the Menu in an Orion mobile app. The Activity Center has check statuses, images, and other information. You must rely on your available balance amount to make determinations about deposited check statuses. You may see a pending hold on your transaction history indicating a check hold for a mobile deposit. In some cases the amount you have deposited will vary from the amount on hold. You must retain each check submitted through Mobile Check Deposit for 60 days after the funds have been posted to your account. After 60 days, you must dispose of the check in a way that prevents representing for payment, such as by shredding.

Upon our crediting of the funds to your available balance, you agree to mark the check prominently as "Void", and you agree to store each retained check in a secured locked container until such proper disposal is performed.

You must promptly provide any retained check to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check.

If an item you submit for deposit is dishonored, rejected, or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and that you may be assessed a fee as indicated in the fee schedule relevant to your account.

If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment.

Your mobile data or other internet service provider may assess fees, limitations, or restrictions. You are solely responsible for all such fees, limitations, and restrictions.

When using this Service, you may experience technical or other difficulties. We are NOT liable for any technical or other difficulties that may incur.

In the event this Service is not available to you, you acknowledge that you can attempt to deposit checks at a branch office location, through a participating ATM, or by mail.

Not all share accounts are eligible for receiving deposits through Mobile Check Deposit. The eligible share account will be indicated in a list during the deposit process.

Linked External Accounts

You may link external accounts held at other institutions.

You may NOT use this Service to link an external account UNLESS the Owner owns the account or is otherwise authorized to access the funds. Once an account is linked, you may transfer funds between the external account and your Orion account electronically by ACH.

If you have linked external accounts before, by accepting this Agreement you certify that the Owner is an owner or is authorized to access funds in each linked account.

If you determine that the Owner is not an owner or is not authorized to access an account appearing in your list of linked accounts, you must notify us immediately to break the link.

Limitations on Damages

CREDIT UNION'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU, AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS).

Share Certificates

You may not transact on a share certificate through Commercial Digital Banking.

Service Enrollment

Certain Commercial Services of Commercial Digital Banking may require special enrollment.

If you are unable to enroll in a Service or your access to such a Service is not as expected, please contact us.

We may disable specific features of Commercial Digital Banking if you do not use them or if you are not qualified for them. If you would like to regain such features, please contact us and request such.

Service Interruption

From time to time, Commercial Digital Banking and the Commercial Services will be interrupted for maintenance, outages, and other reasons. We will attempt to give you notice in advance of such interruptions, but we are not required to give any notice.

Alterations, Amendments, and Termination

This Agreement may be altered or amended, effective when notice is made available to you or as otherwise indicated in the notice. We may revise, update, expand, or reduce the Commercial Services in whole or in part without notice.

We may terminate this Agreement and eliminate Commercial Digital Banking or specific features without notice.

We may restrict your ability to use Commercial Digital Banking or specific features of Commercial Digital Banking without notice.

You may terminate this Agreement at any time by discontinuing usage of Commercial Digital Banking and asking us to block your account from access to Commercial Digital Banking for security reasons. Before you terminate the Agreement, you must cancel all scheduled transactions.

If there are any transactions in process that you cannot cancel or any scheduled transactions that you fail to cancel, we may complete processing of such transactions despite your termination of this Agreement, at our sole discretion.

Use of Email Addresses and Mobile Phone Numbers

You authorize us to contact you for any reason through any email address or mobile phone number that you have provided to us.

You will indemnify us for any loss due to providing an email address or phone number that is false, incorrect, or that you are not authorized to use.

You must notify us if you cease to be authorized to use an email address or phone number, including by cancelling or abandoning a phone service.

You must notify us with any change to an email address, phone number, mailing address, or other form of contact on record.

You are responsible for any fees charged by your mobile data or other internet service provider when we contact you by email or through your mobile device or other means.

Assignment

You may NOT assign this Agreement to any other party. We may assign this Agreement in our sole discretion.

We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Entire Agreement

You agree this Agreement is the complete and exclusive statement of the agreement between you and us relating to Commercial Digital Banking, related Commercial Services, and any other subject matter of this Agreement.

This Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to Commercial Digital Banking, related Commercial Services, and any other subject matter of this Agreement.

In the event of a dispute regarding Commercial Digital Banking and related Commercial Services, you agree to resolve the dispute by looking to this Agreement.

Severability

If any provision of these Agreement are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

No Waiver

We and our independent contractors or other third parties shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us.

No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall NOT be construed as a bar or waiver of any rights or remedies on future occasions.

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.

Disputes

In the event of a dispute regarding the Service, you 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 us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of Orion Federal Credit Union and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

Waiver of Trial by Jury

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Orion Federal Credit Union and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

Governing Law and Relation to Other Agreements

Accounts and services provided by Orion Federal Credit Union may also be governed by separate agreements with you.

This Agreement supplements any other agreements and disclosures related to your accounts and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Tennessee, without regard to its conflicts of laws provisions, except as follows.

Any dispute solely between you and any other of our Service Providers shall be governed by and construed in accordance with such Service Provider's applicable terms and conditions, including governing law provisions.

Unauthorized Use

Unauthorized use of Commercial Digital Banking is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030.

We may monitor and audit usage of Commercial Digital Banking.

You are hereby notified that the use of Commercial Digital Banking constitutes consent to such monitoring and auditing.

Fee Schedule

There is no fee for using Commercial Digital Banking.

There may be fees for the underlying transaction or action conducted through Commercial Digital Banking, such as if you overdraw your account using Business Bill Pay.

Our current Fee Schedule may be accessed at <https://orionfcu.com/help/fee-schedule/>.

By clicking "I Accept":

- You give us your consent to provide E-Statements,
- You agree to all statements made in the Commercial Digital Banking Agreement, and
- You certify that you have been duly authorized by the account owner to be a User or Sub User, as applicable.

(Revised 2024-April-08)