



## Digital Banking Agreement

### 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 Digital Banking Agreement you are reading right now,

Disclosures for special features of 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.



## Digital Banking Agreement

E-Statements will generally be provided through 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 800-532-9025, or

- Visit a branch.

Please allow a reasonable time for processing.

### END OF E-SIGN ACT NOTICE



## Digital Banking Agreement

### Scope and Acceptance

This agreement, including the above section titled "E-Statements - Receiving Account Information Electronically," governs your usage of our 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. 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.

### Definitions

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

"Agreement" - this Digital Banking Agreement.

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

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

"Digital Banking" - any form of banking conducted by your direct utilization of the internet, including all Services, whether through a web browser, a mobile app, or other means that are not currently listed here.

"Payee" - the recipient of a payment.

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

"Send Money" - a Service that allows you to send money to individuals electronically, without having to share account information with one another.

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

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

"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 authorized users who accept this Agreement and any other persons using Digital Banking after an authorized user has shared an access device (see section titled "Password and Other Access Device Responsibilities" for more information).

### Basic Services

Basic services of Digital Banking include:

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

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



## Digital Banking Agreement

We currently offer mobile apps for iOS and Android devices.

### Commercial Services

Digital Banking offers unique services targeted at commercial users. If you believe your account qualifies you for these services, please contact Orion Federal Credit Union.

To contact us:

- Send a secure electronic message,
- Call 901-385-5200 or 800-532-9025, or
- Visit a branch.

Please allow a reasonable time for processing.

For business accounts, you may only use Digital Banking if you have unlimited authority to transact on the account, and you may NOT share your Digital Banking login credentials with anyone. Additional disclosures are provided to you when you enroll in Orion Commercial Services for Digital Banking.

### Electronic Signatures

You agree that when you login to the 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 Digital Banking. We are not responsible for errors, failures, malfunctions, virus infections, or similar problems of any device or software used for accessing 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 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 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 Digital Banking and to notify us if you cease to have adequate hardware and software.



## Digital Banking Agreement

### Password and Other Access Device Responsibilities

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

"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. OR

"Passcode", by logging in with a numeric code on certain devices.

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.



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### Passcode Login

A Passcode is a numeric code that you may set up in our mobile apps, as an alternative to having to type your password.

A person may be able to log in by Passcode Login by BOTH:

- Having possession of a device previously setup to utilize Passcode Login AND
- Having direct knowledge of your Passcode.

To set or reset a Passcode, a person must be able to login by the Standard Login.

### Electronic Fund Transfer Act and Regulation E

You agree that each combination of methods for passing the Standard, Biometric, and Passcode Login processes outlined above is considered an "access device" for accessing your account, under Consumer Financial Protection Bureau Regulation E (12 C.F.R. Section 1005).

For purposes of Regulation E, if you furnish an access device to someone else, you may be liable for transactions that person makes using the access device, until you have notified us that transfers by that person are no longer authorized.

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:

- Person to Person Transfer, through Send Money
- Wire Transfers
- ACH Transfers through Funds Transfer
- Member to Member Transfers through Transfer to Orion Member
- Loan payments
- Bill Pay through Pay a Bill
- Biller Direct payments

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. The Account Disclosures for your account (link below) contain other important information regarding your rights, obligations, and liabilities under Regulation E regarding transactions made electronically, including through Digital Banking.

### Send Money vs. Pay a Bill - Which Should You Use?

In the Send Money section of our mobile apps, you can transfer funds to **individuals** electronically. This is commonly referred to as a P2P or person-to-person payment.

With Send Money, you only need to provide the recipient's mobile number or email address.

Pay a Bill and Biller Direct Portal are both ways to pay **businesses**.

Pay a Bill may also be used to transfer money to individuals as follows:

By check, when you provide the individual's mailing address, or

Electronically, when you provide the individual's bank account information. See the sections below for details.



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### Send Money

Please click the link below for the terms and conditions specific to Send Money. Those terms and conditions apply in addition to this Agreement.

<https://orionfcu.com/wp-content/uploads/2022/05/SendMoneyDisclosure.pdf>

### Pay a Bill

The Pay a Bill 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 (automated clearing house), 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, unless otherwise indicated on a specific transaction.

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 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.

If you do not follow these guidelines, we may NOT be held liable for any damages you incur due to non-payment or late payment.

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.



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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 Digital Banking or Pay a Bill 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 Pay a Bill 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 (Automated Clearing House).

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 Pay a Bill 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 Pay a Bill (including eBills) is iPay Solutions, a service of Jack Henry & Associates, Inc.





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### eBills

An additional feature of Pay a 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 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 such eBiller.

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 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



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eBill. This Agreement does not alter your liability or obligations that exist between you and your eBillers.

### Financial Tools

Financial Tools is a personal finance manager that allows you to pull information from multiple financial institutions and other sources into one place.

You may use it to:

- Aggregate account information,
- Set and track budgets,
- Analyze your spending, net worth, and cash flow, and
- Perform other personal financial management activities.

Financial Tools works by pulling your financial information from third parties' websites, after you provide login credentials for such sites. By providing such during activation, you authorize us to obtain and share your non-public personal information with the third party being activated for the purposes of identifying you to them or any other purposes necessary for the provision of this service.

Your Orion account information is automatically delivered to Financial Tools. Updates to account information may not happen automatically.

We are NOT responsible for the accuracy of information provided through Financial Tools.

We will attempt to present the information actually received from all third parties in a manner that accurately reflects the original source. From time to time, however, information may be misinterpreted or not readable by the software, which will lead to inaccuracies.

You must NOT rely on Financial Tools for determinations that impact your legal obligations, such as whether you have sufficient funds available in a particular account to pay a transaction.

You must directly dispute with third parties any discrepancies or disputes regarding the accuracy of information viewed in Financial Tools, which should only be done after you have verified the information on the third party's website.

This Agreement does not alter your liability or obligations that exist between you and any third party. The Service Provider for Financial Tools is **MX** Technologies, Inc.

### 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.



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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 unless ALL parties are owners of the account receiving the deposit,
- 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.



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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 you own the account or are 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 you are an owner or are authorized to access funds in each linked account.

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



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### CardSwap and Biller Direct

Please see the CardSwap and Biller Direct Portal sections on our Digital Banking and mobile apps for the terms and conditions specific to CardSwap and Biller Direct Portal. Those terms and conditions apply in addition to this Agreement.

### My Offers

My Offers allows you to review pre-approved loan offers from Orion Federal Credit Union. Please see the My Offers terms and conditions specific to My Offers. Those terms and conditions apply in addition to this Agreement.

### My Credit Dashboard

My Credit Dashboard provides information related to your credit score and report, loan offers, Alerts, and Resources powered by SavvyMoney, Inc. To enroll in this service, you must agree to the SavvyMoney Terms of Service. Those terms of service apply in addition to this agreement.

### Exclusion of Warranties and Limitations of Liability

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF ORION FEDERAL CREDIT UNION AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED.

IN NO EVENT SHALL ORION FEDERAL CREDIT UNION OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL AND LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANYWAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS.

### Limitations on Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ORION FEDERAL CREDIT UNION, THE PROVIDER OF ANY SERVICES AVAILABLE THROUGH OR RELATED TO DIGITAL BANKING, ANY OF THEIR CONTRACTORS OR



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SERVICE PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE DIGITAL BANKING, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF ORION FEDERAL CREDIT UNION OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO DIGITAL BANKING SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE AS DESCRIBED IN THIS AGREEMENT.

### Content and Services

Neither any of Orion Federal Credit Union's Service Providers nor the provider of any wireless network is the provider of any financial services available through or related to Digital Banking, and neither any of Orion Federal Credit Union's Service Providers nor the provider or any wireless network or any contractor of Orion Federal Credit Union is responsible for any of the materials, information, products, or services made available to you via Digital Banking.

### Individual Retirement Accounts

You may not transact on an Individual Retirement Account through Digital Banking, since special forms are required.

### Share Certificates

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

### Service Enrollment

Certain Services of 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 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, Digital Banking and the 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.

### Disclaimer of Warranty

DIGITAL BANKING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT DIGITAL BANKING WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF DIGITAL BANKING WILL BE UNINTERRUPTED. YOUR USE OF DIGITAL BANKING AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH DIGITAL BANKING IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.



## Digital Banking Agreement

### 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 Services in whole or in part without notice.

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

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

You may terminate this Agreement at any time by discontinuing usage of Digital Banking and asking us to block your account from access to 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 Digital Banking, related 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 Digital Banking, related Services, and any other subject matter of this Agreement.

In the event of a dispute regarding Digital Banking and related 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



## Digital Banking Agreement

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 and License

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.

Additionally, Orion Federal Credit Union and/or its Service Providers is/are the sole owner(s) of all right, title, and interest in and to any downloaded software to be used for access to Digital Banking and Services and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates, or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist.

Subject to and in accordance with the terms and conditions of this Agreement, you are hereby granted a limited,





## Digital Banking Agreement

nonexclusive license to use Digital Banking and relevant downloaded software used to access or utilize Services. All rights not expressly granted to you by this Agreement are hereby reserved by Orion Federal Credit Union and/or its Service Providers. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to Digital Banking.

### 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.

The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

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:

1. Card controls and the use of any downloaded software, programs, or systems related to such controls shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of laws pertaining to conflict of laws. All disputes related to card controls and related systems are subject to the exclusive jurisdiction of the courts of Florida and you expressly consent to jurisdiction and venue thereof and therein.

Any dispute between you and any 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

Regarding Digital Banking and any relevant downloaded software used to access or utilize Services, including, but not limited to, any trademark, logo, or copyright, You shall not: (i) modify, revise, or create any derivative works; (ii) decompile, reverse engineer, or otherwise attempt to derive the source code; or (iii) redistribute, sell, rent, lease, sublicense, or otherwise distribute any item or information under this Agreement unless otherwise expressly permitted.

Unauthorized use of 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 Digital Banking.

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

### U.S. Government Restricted Rights

Digital Banking and relevant downloaded software used to access or utilize Services is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of Digital Banking and relevant downloaded software used to access or utilize Services by the United States of America, its agencies, or instrumentalities is subject to the restrictions set forth in this Agreement.



## Digital Banking Agreement

### Privacy

Our Privacy Notice may be accessed at <https://orionfcu.com/privacy-notice/>.

### Account Disclosures

Our current Account Disclosures may be accessed at <https://orionfcu.com/orion-account-disclosures/>.

### Fee Schedule

There is no fee for using Digital Banking.

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

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 Digital Banking Agreement, and

You acknowledge receipt of Orion's current Privacy Notice, Account Disclosures, and Fee Schedule, linked above.

(Revised 2022-April 29)