

Terms and Conditions for Mobile Banking

Standard Terms and Conditions: VSECU

Thank you for using VSECU Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 61539. To cancel, text "STOP" to 61539 at any time. In case of questions, please contact customer service at 802-371-5162 or visit www.vsecu.com.

Terms and Conditions

Program: VSECU offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 802-371-5162, or send a text message with the word "HELP" to this number: 61539. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 61539. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of VSECU or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, VSECU and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). VSECU and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. VSECU and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or

subscribers; (iii) material or data, that is illegal, or material or data, as determined by VSECU (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of VSECU or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose VSECU, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

Touch ID™ for Mobile Banking.

Touch ID is an optional fingerprint sign-in method for Vermont State Employees Credit Union Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and Vermont State Employees Credit Union never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Vermont State Employees Credit Union Mobile Banking. Vermont State Employees Credit Union reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Vermont State Employees Credit Union Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Vermont State Employees Credit Union Mobile Banking is only available on compatible iOS devices.

Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Vermont State Employees Credit Union that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Vermont State Employees Credit Union to discontinue the alerts and controls.

3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

4. Card Controls may enable access to Vermont State Employees Credit Union and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

5. To the extent this Mobile Banking App allows you to access third party services, Vermont State Employees Credit Union, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

6. The Mobile Banking App, the services and related documentation are provided "as is" without warranty of any kind, either expressed 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 mobile banking app or the services may be interfered with by numerous factors outside of our control. Some states do not allow the disclaimer of certain implied warranties, so the foregoing disclaimers may not apply to you to the extent they are prohibited by state law.

7. Limitation of Liability. You acknowledge and agree that from time to time, the Mobile Banking App and the services may be delayed, interrupted or disrupted 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 services, whether caused by strikes, power failures, equipment malfunctions, internet disruption or other reasons. In no event shall we or our affiliates or licensors or contractors or the employees of contractors of any of these, be liable for any claim arising from or related to the services that is caused by or arises out of any such delay, interruption, disruption or similar failure. In no event shall we or our affiliates or licensors or contractors or the employees or contractors of any of these, be liable for any claim arising from or related to the services that is caused by or arises out of any such delay, interruption, disruption or similar failure. In no event shall we or our affiliates or licensors or contractors or the employees or contractors of any of these, be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or loss of goodwill or lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the Mobile Banking App, or the services, or the websites through which the Mobile Banking App or the services offered, even if such damages were reasonably foreseeable and notices was given regarding them. In no event shall we or our affiliates or licensors or contractors or the employees or contractors of any of these, be liable for any claim, arising from or related to the Mobile Banking App, the services or the website through which the app or the services are offered, that you do not state in writing in a complaint filed in a court or arbitration proceeding with two (2) years of the date that the event giving rise to the claim occurred. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory. Our Aggregate liability, and the aggregate liability of our affiliates and licensors and contractors 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). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitations or exclusion may not apply to you.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent, there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, and then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in Vermont State Employees Credit Union Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Vermont State Employees Credit Union account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the more menu within Vermont State Employees Credit Union Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Vermont State Employees Credit Union reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or(d) your Vermont State Employees Credit Union Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your Endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 61539 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Vermont State Employees Credit Union Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 61539. In case of questions please contact customer service at 802-371-5162. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S.Cellular®, Verizon Wireless, MetroPCS.

Limitations. Vermont State Employees Credit Union provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Vermont State Employees Credit Union's control. We guarantee neither the delivery nor the accuracy of the contents of each Alert. You agree to not hold Vermont State Employees Credit Union, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Mobile Deposit Service Agreement Addendum

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This Mobile Deposit Service Agreement, ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Mobile Deposit Service ("Service") offered to you by Vermont State Employees Credit Union ("VSECU"). By using the Service or clicking the electronic signature "Consent" on the Service enrollment or application page shown on your mobile device, you and any joint owners or authorized users, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. The Service is subject to the following terms and conditions and to the instructions, rules and terms provided to you via a link within the Service and incorporated by reference herein. The words "we," "us" and "our" mean VSECU.

1. Service

1.1 Service Capture Process.

If we approve the Service for you, you must use your username and password or Touch ID™ to access your accounts. You may photograph an image of checks with your mobile device creating an electronic image and you may transmit the electronic image that VSECU will deposit to your account. VSECU may, in its discretion, convert items meeting its required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by VSECU, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

1.2 Funds Availability.

You agree items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. For purposes of determining availability, business days are Monday through Friday, excluding holidays. In general, if an item you transmit through the Service is received and confirmed on a business day before 6:00 p.m. EST, we consider that day to be the day of your deposit. Deposits made after 6:00 p.m. EST; deposits not made on a business day; or deposits not yet confirmed by 6:00 p.m. EST are considered deposited on the next business day. Our general availability for confirmed deposits is to provide \$500 of each day's total deposit(s) on the business day deposited; with the remaining funds available on the 1st business day after the day of your deposit. VSECU may delay availability of funds based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as VSECU, in its sole discretion, deems relevant. You understand that credit is provisional until settlement is final.

1.3 Deposit Limitations.

You understand and agree you cannot exceed the limitations on frequency and dollar amounts of mobile deposits as established from time to time by VSECU in its sole discretion. Calendar day dollar limitations for Service transactions vary based on membership participation. Please refer to www.vsecu.com/mobile/disclosures for more information.

1.4 Deposit Acceptance.

You agree that VSECU may at any time, in its sole discretion, refuse to accept deposits of checks from you via the Service session. In the event that the Service is interrupted or is otherwise unavailable, you may deposit checks in person at one of our branches, via night drop, mail, or other contractually acceptable method.

2. Member Account

2.1 Member Account.

You must designate a VSECU savings or checking account as the settlement account to be used for the purposes of settling transactions requested in connection with the Service. We will provide you with details of each specific transaction. You will be responsible for reviewing and balancing of any settlement account.

2.2 Responsibility for Imaging.

You are solely responsible for imaging deposit items, accessing the Service from VSECU and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the Service. We will not be responsible for providing or servicing any equipment for you.

2.3 Deposit Requirements.

You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States, excluding its territories. For checks not falling within this requirement you must deposit those checks in

person at one of our branches, using a night drop facility or by U.S. Mail. You agree that each check you deposit through the Service will meet the image quality standards directed in the application.

2.4 Check Retention & Destruction.

You agree that all checks belong to you and not to VSECU and that those items shall be handled in accordance with this Agreement and your Member Service Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via the Service for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

2.5 Deposit Prohibitions.

You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means: (i) any Substitute Check, the original of which has already been presented for deposit via the Service, (ii) any image of a check that has already been deposited either as an original or as a substitute check, or (iii) any original check, the Substitute Check of which has already been presented for deposit via the Service. In the event that you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold VSECU and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by VSECU from any other deposit accounts you have with VSECU in its sole discretion. You further acknowledge that you and not VSECU are responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the Service or liability arising from VSECU's printing of any substitute check from those images.

2.6 Your Representations and Warranties.

You represent and warrant:

- i. You will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions;
- ii. All checks deposited through the Service are made payable to you;
- iii. All signatures on each check are authentic and authorized;
- iv. Each check has not been altered;
- v. Files and images you transmit to us will not contain viruses or any other disabling features that may have an adverse impact on our network, data or related systems;
- vi. You will not process item(s) to a closed account and such item(s) will be returned and VSECU will not be liable for any fees incurred as a result of rejection of item(s);
- vii. You will not attempt to transmit any previously truncated and reconverted substitute check. Any previously truncated and reconverted substitute check will be physically deposited.

You acknowledge unacceptable deposits include: Any items drawn on your account(s) or your affiliate's account(s); items stamped with a "non-negotiable" watermark; items that are incomplete; items that are not endorsed properly; items that are "stale-dated" or "post-dated;" savings bonds; and third party checks (i.e., any item that is made payable to another party and then endorsed to you by such party).

In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold VSECU and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize VSECU to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

2.7 Financial Responsibility.

You understand that you remain solely and exclusively responsible for any and all financial risks including, without limitation, insufficient funds associated with accessing the Service. We will not be liable in any manner for such risk unless we fail to follow the procedures described in materials for use of the Service. You assume exclusive responsibility for the consequences of any instructions you give to us, for your failures to access the Service properly in a manner prescribed by us, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

2.8 Account Reconciliation.

You will verify and reconcile any out-of-balance condition, and promptly notify us of any errors within the time periods established in the Member Service Agreement after receipt of your account statement. If notified within such period, we will correct and resubmit all erroneous files, reports and other data at our current standard charges, or at no charge, if the erroneous report or other data directly resulted from our error.

3. VSECU's Obligations

3.1 Financial Data.

We will review and process your electronic file through a batch processing at one time per day. We agree to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. We will exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the Service by unauthorized persons (and in this connection it is understood and agreed that implementation by VSECU of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by VSECU from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.

3.2 Service Availability.

You understand that Service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to us. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within our control.

3.3 Exception/Returned Items.

A written notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for mobile deposit that we credit to your account(s), in the event such item is dishonored, you authorize us to deduct the amount of such item from your account(s) with us.

When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with us, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by us may be returned to us because, among other reasons, the electronic image is deemed illegible by a paying bank. Our failure to identify an Exception Item shall not preclude or limit your obligations to us.

3.4 Account Information.

We will provide you with daily transaction history via the Internet and the Online Banking Service detailing items processed, return items, and deposit adjustments.

3.5 Retention of Check Images.

VSECU will retain any substitute checks it generates for seven (7) years.

4. Services Fees

Currently there is no monthly fee for the Service. You agree to pay all fees and charges for deposit services as set forth on the Rate and Fee Schedule. All Service Fees are subject to change by VSECU upon thirty (30) days written notice to Member.

5. Disclaimer of Warranties

Member acknowledges that the Service is provided on an "as is" and "as available" basis. VSECU is not responsible for any errors or omissions in or to any information resulting from your use of the Service. VSECU makes no and expressly disclaims all warranties, express or implied, regarding the Service including the warranty of title and the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality of the foregoing, VSECU disclaims any warranties regarding the operation, performance or functionality of the Service (including, without limitation, that the Service will operate without interruption or be error free). Member further acknowledges that there are certain security, corruption, transmission error and

access availability risks associated with using open networks such as the internet and/or telecommunication lines or circuits. Member hereby assumes all risks relating to the foregoing.

6. VSECU's Liabilities

6.1 Direct Damages.

VSECU's liability shall be limited to direct damages sustained by member and only to the extent such damages are a direct result of VSECU's gross negligence or willful misconduct; provided that the maximum aggregate liability of VSECU resulting from any such claims shall not exceed one hundred dollars. In no event shall VSECU be liable for special, incidental, punitive or consequential loss or damage of any kind including lost profits whether or not VSECU has been advised of the possibility of such loss or damage. VSECU's licensors or suppliers will not be subject to any liability to member in connection with any matter.

6.2 Your Duty to Report Errors.

You will notify us of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) calendar days of the date of the earliest notice to you which reflects the error. Your failure to notify us of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve us of any liability for such error, omission, or discrepancy.

6.3 VSECU's Performance.

You acknowledge and agree VSECU will not be liable for any damages or loss of any kind resulting from any unintentional error or omission by VSECU in performing the Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that VSECU's systems and procedures established for providing the Service are commercially reasonable.

6.4 Limitation of Liability.

VSECU will have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:

- i.** We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- ii.** The ownership of funds involving a transaction is in question;
- iii.** We suspect a breach of the security procedures;
- iv.** We suspect that your account has been used for illegal or fraudulent purposes; or
- v.** We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

VSECU will not be liable if Member fails to report timely any error or discrepancy reflected in an account statement prepared by us, or if Member fails to report a breach of a security procedure. If we fail to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to you will be limited as set forth above.

7. Force Majeure

VSECU will not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond its reasonable control.

8. Termination

Either party may terminate this Agreement upon not less than ten (10) days prior written notice to the other party. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using the Service, and (ii) you will promptly remit all unpaid monies due under this Agreement. VSECU may immediately suspend or terminate your access to the Service in the event that it reasonably determines such suspension or termination is necessary in order to protect the Service or itself from harm or compromise of integrity, security, reputation, or operation.

9. Modification of Services

VSECU reserves the right to modify the Service from time to time without making prior notice to Member, provided, however, that VSECU will give you at least thirty (30) days' notice prior to making any modifications to the Service that would materially alter their functionality.

10. Enforcement

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

Mobile Deposit Limits

New Members, Youth Members and Members without Overdraft Protection

For members that have joined VSECU within the last 30 days, members that are 17 years of age or younger and members that do not have Overdraft Protection Program eligible checking accounts the following mobile deposit limits apply:

New Members, Youth Members and Members without Overdraft Protection	
Daily Amount Limit	\$1,500.00

Existing Members Eligible for the Overdraft Protection Program

For members that joined VSECU more than 30 days ago, are 18 years of age or older and have Overdraft Protection Program eligible checking accounts the following mobile deposit limits apply:

Members with Overdraft Protection	
Daily Amount Limit	\$3,500.00

Increased Limits

If your deposits exceed the limits described above contact a Member Service Consultant and ask about your limit options. Upon review of your membership and account status it may be possible to receive increased limits for your individual needs.