

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL DISCLOSURE STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR ATM CARD OR VISA CHECK CARD ("CARD"), OUR ONLINE BANKING SYSTEM ("HOME BANKING"), OUR MOBILE ONLINE BANKING SYSTEM ("MOBILE BANKING"), AND OUR ELECTRONIC BILL PAYMENT SYSTEM ("SPACE AGE BILL PAY"), EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE, AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").

ATM CARD, VISA CHECK CARD, HOME BANKING, MOBILE BANKING, AND E-CHECK AGREEMENT. This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) Our Internet Banking system; (c) Our Mobile Banking system; and (d) any check which You authorize the payee to process electronically. An electronic fund transfer is any transfer of funds which is performed through the use of Your Card, Internet Banking system, Mobile Banking system, E-Check or other electronic device. You understand that Your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account access device; (b) that We may follow all instructions given to Machines; (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law; and (d) that each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your share or checking Account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your share Account in any order We determine; and (2) We cannot honor stop payment requests on ATM and POS withdrawals.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your share and/or checking Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges. For security reasons there are limits on the number of transactions that may be processed each day.

Health Savings Accounts (HSAs) are a form of trust account under federal law (Internal Revenue Code, 26 U.S.C. § 223(d)). Although Your HSA Account is a transaction account into which and from which funds may be transferred electronically, it is not an "account" for purposes of the Electronic Fund Transfers Act and Regulation E (12 C.F.R. 1005.2(b)(3)), and is therefore not subject to the limitations and liability protections that apply to other accounts under Regulation E.

ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES. You will be issued a Personal Identification Number (PIN) to be used in

conjunction with ATM Card and VISA Check Card transactions, and separate Access Codes to be used in conjunction with Mobile Banking and Internet Banking. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your share Account or Your checking Account to cover such transactions.

OTHER AGREEMENT. If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

BUSINESS DAYS. Every day is a business day except Saturdays, Sundays and holidays.

DELAYED FUNDS AVAILABILITY NOTICE. Subject to Our Delayed Funds Availability Policy, deposits made at Space Age Credit Union locations may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

TYPES AND LIMITATIONS OF SERVICES

ATM CARD TRANSACTIONS. You may use Your Card in conjunction with Your PIN in any of Our network of ATMs and such other machines or facilities as We may designate, to deposit cash and checks to Your share, checking, and money market Account(s). You may also use Your Card in conjunction with Your PIN in any of Our network of ATMs and such other machines or facilities as We may designate to make the following transactions: (a) withdraw cash from Your share, checking, and money market Account(s); (b) transfer funds between Your share and checking Account(s); and (c) make balance inquiries on Your share and checking Account(s) with Us. You may also use Your Card in conjunction with Your PIN or Signature to purchase goods and services ("POS") at any business establishment where the Card is accepted.

ATM withdrawals may not exceed an aggregate total of \$200.00 per calendar day (share, checking and line of credit combined), subject to the available funds in Your Account.

VISA CHECK CARD TRANSACTIONS. You may use Your Card in conjunction with Your PIN in any of Our network of ATMs and such other machines or facilities as We may designate, to deposit cash and checks to Your share, checking, and money market Account(s). You may also use Your Card in conjunction with Your PIN in any of Our network of ATMs and such other machines or facilities as We

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may designate to make the following transactions: (a) withdraw cash from Your share and checking Account(s); (b) transfer funds between Your share and checking Account(s); (c) take advances on Your lines of credit with Us; and (d) make balance inquiries on Your share and checking Account(s) with Us. You may also use Your Card in conjunction with Your PIN or Signature to purchase goods and services ("POS") at any business establishment where the Card is accepted.

ATM withdrawals may not exceed an aggregate total of \$200.00 per calendar day (share, checking and line of credit combined), subject to the available funds in Your Account. POS transactions may not exceed the available funds in Your Account.

INTERNET BANKING TRANSACTIONS. You may use Internet Banking in conjunction with Your Access Code, an internet connection and a personal computer for the following services: (a) transfer funds between Your Accounts; (b) make payments on Credit Union loans You have with Us; (c) take advances on Your lines of credit that You have with Us; (d) make miscellaneous inquiries on Your Credit Union deposit and loan balances, deposits, withdrawals and transactional information; and (e) make bill payments to authorized creditors that the Credit Union has listed in the User Instructions. Online Banking operates 24 hours every day. If You attempt to use the system and receive a message that "the system is not available," please try again later when service is restored.

You may use the Internet Banking platform to access the Space Age Bill Pay feature in conjunction with Your Access Code, an internet connection and a personal computer to: (a) authorize the Credit Union to issue payments on Your behalf; and (b) check the status of payments previously authorized through the Space Age Bill Pay feature. In order to use Space Age Bill Pay for such transactions, You must have a share draft Account with Us. By completing a Space Age Bill Pay transaction, You authorize Us to post any such payments to Your share draft Account. Payments will be made by check or electronic transfer and will be sent to the payee on the business day You designate it to be sent. Requests for payments to be sent on the same day as the date of Your request must be received by Us not later than the cut-off time for the current business day in order for it to be sent that business day. If You schedule a payment to be paid before closing on a business day that We are open, We will consider that day to be the day of Your request. However, if You schedule a payment to be paid after closing or on a day We are not open, We will consider that the request was made on the next business day We are open. The Credit Union cannot guarantee the time any payment will reach any of Your payees and accepts no liability for any service fees or late charges levied against You. Payments requested to be sent on dates that do not exist in a given month (e.g. February 30th or April 31st), or fall on Saturdays, Sundays, Federal Reserve and other. Credit Union observed holidays will also be sent on the next business day.

MOBILE BANKING TRANSACTIONS. You may use Mobile Banking in conjunction with Your Access Code, an internet connection and an internet enabled mobile computing device (e.g. smartphone or tablet), for the following services: (a) transfer funds between Your Accounts; (b) make payments on Credit Union loans You have with Us; (c) take advances on Your lines of credit that You have with Us; (d) make miscellaneous inquiries on Your Credit Union deposit and loan balances, deposits, withdrawals and transactional information; and (e) make bill payments to authorized creditors that the Credit Union has listed in the User Instructions. Mobile Banking operates 24 hours every day. If You attempt to use the system and receive a message that "the system is not available," please try again later when service is restored.

You may use the Mobile Banking platform to access the Space Age Bill Pay feature in conjunction with Your Access Code, an internet connection and a portable electronic computing device (e.g. smartphone or tablet) to: (a) authorize the Credit Union to issue on Your behalf; and (b) check the status of payments previously authorized through the Space Age Bill Pay feature. In order to use Space Age Bill Pay for such transactions, You must have a share draft Account with Us. By completing a Space Age Bill Pay transaction, You authorize Us to post any such payments to Your share draft Account. Payments will be made by check or electronic transfer and will be sent to the payee on the business day You designate it to be sent. Requests for payments to be sent on the same day as the date of Your request must be received by Us not later than the cut-off time for the current business day in order for it to be sent that business day. If You schedule a payment to be paid before closing on a business day that We are open, We will consider that day to be the day of Your request. However, if You schedule a payment to be paid after closing or on a day We are not open, We will consider that the request was made on the next business day We are open. The Credit Union cannot guarantee the time any payment will reach any of Your payees and accepts no liability for any service fees or late charges levied against You. Payments requested to be sent on dates that do not exist in a given month (e.g. February 30th or April 31st), or fall on Saturdays, Sundays, Federal Reserve and other Credit Union observed holidays will also be sent on the next business day.

Additionally, by using an internet connection, an imaging application/device, special software and an Access Code and/or User ID, You may also use the Mobile

Banking platform to access Our remote deposit system in order to initiate the deposit of checks into Your share and checking Account(s) You have with Us. You understand and agree that the remote deposit of items into Your deposit accounts with Us through use of remote deposit are not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 *et seq.*) or Regulation E (12 CFR 1005.1 *et seq.*). The remote deposit of items into Your designated deposit accounts with Us is instead governed solely by the terms and conditions set forth in the separate remote deposit capture agreement.

E-CHECK TRANSACTIONS. You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from Your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

OWNERSHIP OF ACCESS DEVICES. Your Card and/or any other Account access device will remain Our property and any such Card or other Account access device We may issue may be cancelled or its use restricted by Us at any time without notice, except as may be required by applicable law. You agree to surrender any such Card and/or access device and to discontinue its use immediately upon Our request. You will be required to return any Account access device(s) to Us immediately upon the closing of Your Account.

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS. If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the federal government or other payor), You can call Us at (303) 369-7666 or toll free at (800) 666-6928, to find out whether or not the deposit has been made.

RIGHT TO STOP PRE-AUTHORIZED PAYMENTS. If You want to stop any pre-authorized payments, call Us at (303) 369-7666 or toll free at (800) 666-6928, or write to Us at 3005 South Parker Road, C-300, Aurora Colorado, 80014 in time for Us to receive Your stop payment request 3 business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

To ensure that recurring preauthorized charges established and authorized by You are not interrupted in the event that Your Card or other Access Device is reissued, We may, but are under no obligation to do so, enroll Your Account in automatic account information update services that communicate new Card/Access Device information to the service providers with whom You have established preauthorized recurring charges, the purpose of which is to ensure charges You authorize continue without interruption.

NOTICE OF VARYING AMOUNTS. If regular pre-authorized payments may vary in amount, the person You are going to pay will tell You, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that You set.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT. If You order Us to place a stop payment on one of Your pre-authorized payments 3 business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

TRANSACTION SLIPS. You can get a receipt at the time You make any transaction to or from Your Account (except for Internet Banking, Mobile Banking, mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

FEES. We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule, Mobile Banking and Internet Banking information after Your Account is established. Additional fee schedules are available at any of Our office locations. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough available funds to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d)

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circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) the money in Your Account is subject to legal process or other claim; (h) there are other lawful exceptions established by Us and You are given proper advance notice of them; (i) You exceed any limits on Your Account; and (j) the VISA network does not allow the transaction to proceed due to anti-fraud or similar consumer protections employed by that network.

LIABILITY FOR UNAUTHORIZED USE. Telephone Us at once at (303) 369-7666 or toll free at (800) 666-6928, or write to Us at 3005 South Parker Road, C-300, Aurora Colorado, 80014 if You believe Your Card or PIN have been lost or stolen or if You believe that an electronic fund transfer has been made without Your permission Using information from Your check. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, If applicable). If You notify Us of the loss or theft of Your Card or PIN, You can lose no more than \$50.00 if someone Uses Your Card or PIN without Your permission before You notify Us of the loss or theft. If the unauthorized Use occurs through no fault of Yours. You will have no liability if someone Uses Your Card or PIN without Your permission before You notify Us of the loss or theft.

Also, if Your statement shows transfers that You did not make, including those made by Card, PIN or other means, You will tell Us at once. If You do not tell Us within 60 days after the statement was mailed to You, You may not get back any money You lost after the 60 days if We can prove that We could have stopped someone from taking the money if You had told Us in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods.

Exception: You will have no liability for unauthorized use of Your Card as long as You report the loss or theft of Your Card within 2 business days. **These exceptions do not apply to: (a) transactions that originate at an ATM; or (b) transactions that originate from Your negligence; or (c) transactions that originate from Your fraudulent use of Your Card; or (d) transactions processed through non-VISA networks without cardholder PIN validation.**

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Telephone Us at (303) 369-7666 or toll free at (800) 666-6928, or write to Us at 3005 South Parker Road, C-300, Aurora Colorado, 80014 as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- (3) Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after We hear from You and will correct any error promptly. If We need more time, however,

We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, We may take up to 90 days to investigate Your complaint or question. For new accounts, We may take up to 20 business days to credit Your Account for the amount You think is in error.

We will tell You the results within 3 business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation.

UNAUTHORIZED TRANSFERS. To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us at (303) 369-7666 or toll free at (800) 666-6928. You may also report the loss of a Card, PIN, Access Code or any combination thereof, by writing to Us at 3005 South Parker Road, C-300, Aurora Colorado, 80014. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

FOREIGN TRANSACTIONS. For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in a foreign currency, You will be charged 1.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 0.80% of the final settlement amount. Transactions initiated via the internet with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

TERMINATION. We may terminate Your right to use Your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of Colorado, except to the extent that such laws are inconsistent with controlling federal law.